



BKK
CORPORATION

2210 South Azusa Avenue
West Covina, California 91792
(626) 965-0911
Fax (626) 965-9569

June 11, 2001

Richard Allen
Hazardous Substances Engineer
Department of Toxic Substance Control
1011 North Grandview Avenue
Glendale, CA 91201

Carmen Santos
RCRA Corrective Action Office
US Environmental Protection Agency
75 Hawthorne Street [WST-5]
San Francisco, CA 94105-3901

RE: Deed Restrictions and Parcel Map No. 24585

In response to a request made at the June 7, 2001 meeting, enclosed you will find:

1. Explanatory letter from First American Title Company;
2. Copies of recorded Deed Restrictions for Parcels 1, 2 & 3; and
3. Copy of recorded Parcel Map No. 24585.

It is very likely that you will receive copies of these documents directly from the title company, but we are forwarding them to avoid any delay.

Please contact me at 626-965-0911, ext. 332, for additional assistance.

Jacqueline Smith
Project Administration

Attachments

cc: Elizabeth Deane – PHJ&W, San Francisco CA *
Chris Hansen – BKK Corporation, West Covina CA *
Kris Kazarian – BKK Corporation, West Covina CA *
Kelly McGregor – BKK Corporation, West Covina CA *
Alan Tuntland – San Jose Hills Development, West Covina CA *
Peter Weiner – PHJ&W, San Francisco CA *

* = without attachments

DEPARTMENT OF TOXIC SUBSTANCES CONTROL
JUN 12 2001

RECEIVED



First American Title Company
Los Angeles
520 N. Central Avenue
Glendale, California 91203 (818) 242-5800

MAY 30, 2001

B K K CORPORATION
2210 AZUSA AVENUE
WEST COVINA, CA 917921510

YOUR NO. WALNUT LEND

OUR NO. 2008856-51

ATTENTION: ALLEN TUNTLAND

SUPPLEMENTING OUR ORIGINAL REPORT DATED 5-22-01 RELATIVE TO THE ABOVE NUMBERED ESCROW AND TITLE ORDER, WE WISH TO ADVISE YOU OF THE FOLLOWING:

1. THE FOLLOWING AFFECTS PARCEL 1:

THE TERMS AND PROVISIONS SET OUT IN THAT CERTAIN DOCUMENT ENTITLED "ENVIRONMENTAL RESTRICTION COVENANT AND AGREEMENT TO RESTRICT USE OF PROPERTY (PARCEL 1)", RECORDED MAY 29, 2001 AS INSTRUMENT NO. 01-919541.

2. THE FOLLOWING AFFECTS PARCEL 2:

THE TERMS AND PROVISIONS SET OUT IN THAT CERTAIN DOCUMENT ENTITLED "ENVIRONMENTAL RESTRICTION COVENANT AND AGREEMENT TO RESTRICT USE OF PROPERTY (PARCEL 2)", RECORDED MAY 29, 2001 AS INSTRUMENT NO. 01-919542.

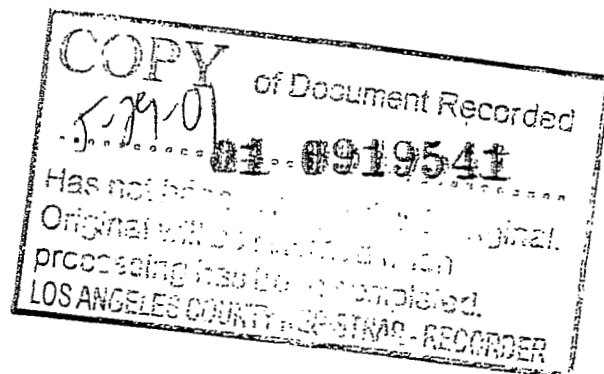
3. THE FOLLOWING AFFECTS PARCEL 3:

THE TERMS AND PROVISIONS SET OUT IN THAT CERTAIN DOCUMENT ENTITLED "ENVIRONMENTAL RESTRICTION COVENANT AND AGREEMENT TO RESTRICT USE OF PROPERTY (PARCEL 3)", RECORDED MAY 29, 2001 AS INSTRUMENT NO. 01-919543.

CORDIALLY,

MIKE EINSTEIN, TITLE OFFICER
EXTENSION 5576

DIRECT FAX (818) 244-8939



RECORDING REQUESTED BY:

BKK Corporation
2210 So. Azusa Ave.
West Covina, CA 91792

WHEN RECORDED MAIL TO:

Department of Toxic Substances Control
P.O. Box 806
Sacramento, CA 95814
Attn: Deputy Director, Hazardous
Waste Management Division

City of West Covina
1444 West Garvey Avenue
West Covina, CA 91793

(Space above this line for Recorder's use)

**ENVIRONMENTAL RESTRICTION
COVENANT AND AGREEMENT
TO RESTRICT USE OF PROPERTY (Parcel 1)**

This Covenant and Agreement and Environmental Restriction ("Covenant") is made as of the 17 day of April, 2001 by BKK Corporation ("Covenantor") (owner of record of certain property situated in Los Angeles County, State of California), by the City of West Covina (the "City"), and the Department of Toxic Substances Control ("DTSC"):

RECITALS

- A. Covenantor is the owner of record of certain property situated in Los Angeles County, State of California which property, for the purposes of development, is being divided by Covenantor into three separate parcels, subject to approval by City and further subject to the separate covenants and agreements to restrict the use of each parcel executed by Covenantor, the City, and DTSC. This Covenant is applicable to that certain property of Covenantor described as "Parcel 1" in Ex. "A-1" attached hereto and incorporated herein by reference. Parcel 1 consists of 101.198 acres, a portion of which is adjacent to Azusa Avenue. Parcel 1 is adjacent to and generally to the west of Parcel 3, portions of which contain the former Class I hazardous waste disposal landfill ("Class I Landfill" as defined herein) and Class III solid waste disposal landfill ("Class III Landfill" as defined herein). The Class I and Class III Landfills are subject to various statutory and regulatory requirements. The Site ("Site" as defined herein), of which Parcels 1

and 3 are a part, is subject to Corrective Action ("Corrective Action" as defined herein, post-closure requirements, and will be subject to the Post-Closure Permit ("Post-Closure Permit" as defined herein). Parcel 1 has not been used for the management or disposal of solid or hazardous waste. A more detailed factual background of the Site is set forth in Section IV of the Order ("Order" as defined herein), a copy of which is attached hereto as Exhibit "A-3".

- B. Covenantor intends to restrict the use of the Class I Landfill for long-term facility maintenance purposes and other uses that are not in conflict with this Covenant and that are in accordance with applicable closure and post-closure requirements, and to restrict the use of the rest of Parcel 3, including the Class III Landfill, to long-term facility maintenance purposes, including but not limited to Administration facilities, landfill gas management and energy generation and leachate control, recreational uses including but not limited to a golf course and related infrastructure in accordance with applicable closure and post-closure plans and requirements, and other uses as approved by the City and consistent with this Covenant.
- C. In order to ensure continued protection of present and future public health and safety with respect to the disposal of solid and hazardous waste in the Class I Landfill and disposal of solid waste in the Class III Landfill, Covenantor desires and intends to restrict the use of Parcel 1 to commercial, industrial and recreational uses, including but not limited to a business park. However, nothing in this Covenant constitutes a finding or admission of harm or liability to persons or property located on or off Parcel 1, in the past, present or future.

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 Applicable Regulatory Agency. "Applicable Regulatory Agency" shall mean the regulatory agency or agencies with jurisdiction over the activity and area in question, independent of the provisions of this Covenant; which regulatory agency or agencies may include, depending on the activity and area at issue, the City, the Local Enforcement Agency, DTSC, EPA, the Regional Water Quality Control Board, and the CIWMB. This provision is not intended to expand the jurisdiction of any regulatory agency beyond its statutory authority.

1.2 City. "City" shall mean the City of West Covina and its successor agencies, if any.

1.3 CIWMB. "CIWMB" shall mean the California Integrated Waste Management Board and its successor agencies, if any.

1.4 Class I Landfill. "Class I Landfill" shall mean that portion of Parcel 3 owned by Covenantor which was the site of the hazardous waste disposal units owned by Covenantor. A map of the Site showing the location of the Class I Landfill is attached hereto and incorporated herein as Exhibit "A-2".

1.5 Class III Landfill. "Class III Landfill" shall mean that portion of Parcel 3 owned by Covenantor which was the site of solid waste management units owned by Covenantor. The location of the Class III Landfill is shown on the map attached hereto as Exhibit "A-2."

1.6 Corrective Action. "Corrective Action" means the investigative and remedial activities required pursuant to RCRA and the HWCA, and further required by applicable regulations of EPA and the Department.

1.7 DTSC. "DTSC" shall mean the California Environmental Protection Agency, Department of Toxic Substances Control and its successor agencies, if any.

1.8 EPA. "EPA" means the United States Environmental Protection Agency and its successor agencies, if any.

1.9 HWCA. "HWCA" means the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.

1.10 Improvements. "Improvements" shall include but not be limited to all buildings, roads, driveways, walkways, regradings, parking and paving of any kind or nature constructed or placed upon any portion of Parcel 1.

1.11 Occupants. "Occupants" shall mean those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to occupy any portion of Parcel 1.

1.12 Order. "Order" shall mean the Administrative Order on Consent entered into by Covenantor and EPA on September 14, 2000 (Docket No. RCRA-9-2000-0003). Copies of Sections IV and VII(c)(2) of the Order are attached hereto and incorporated herein as Exhibit "A-3."

1.13 Owner. "Owner" shall mean any person or entity that holds title to all or any portion of Parcel 1, or any person or entity which has hereafter acquired any interest whatsoever, whether present or future, joint or individual, possessory or nonpossessory, legal or equitable and whether acquired by conveyance or by operation of law, except that a holder of a security interest shall not be deemed an "Owner" until such security interest has been fully perfected by foreclosure or by voluntary acceptance of the fee interest.

1.14 Parcel 1. "Parcel 1" consists of 101.198 acres to the west of and adjacent to Parcel 3, which Parcel 3 contains the Class I and Class III Landfills. A portion of Parcel 1 is adjacent to Azusa Avenue. A legal description of Parcel 1 is contained in the parcel map that is attached as Ex. A-1 to this Covenant and is incorporated herein by reference.

1.15 Parcel 2. "Parcel 2" consists of 56.84 acres to the north of Parcel 3, which Parcel 3 contains the Class I and Class III Landfills. A legal description of Parcel 2 is contained in the parcel map attached hereto as Ex. A-1.

1.16 Parcel 3. "Parcel 3" consists of 425.172 acres, and contains the Class I Landfill used for the disposal of hazardous and solid waste and the Class III Landfill used for the disposal of solid waste. A legal description of Parcel 3 is contained in the parcel map that is attached hereto as Ex. A-1.

1.17 Post-Closure Permit. "Post-Closure Permit" shall mean the pending Hazardous Waste Facility Post-Closure Permit that will be issued by DTSC and that will set forth post-closure requirements applicable to the Site. A draft of the Post-Closure Permit was made available for public comment by DTSC on November 15, 1999.

1.18 Regional Administrator. "Regional Administrator" shall mean the Regional Administrator for Region IX of the EPA and shall include its successor agencies, if any.

1.19 RCRA. "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.

1.20 Site. "Site" means the former larger parcel, consisting of the sum of Parcels 1, 2, and 3.

2. GENERAL PROVISIONS

2.1 Provisions to Run With the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions") upon and subject to which the Parcel 1 and every part thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and all of the Restrictions shall run with the land, shall inure to the benefit of and pass with each and every portion of Parcel 1, and shall apply to and bind the respective successors in interest thereof. Each and all of the Restrictions are imposed upon the entire Parcel 1, except as otherwise stated. Each and all of the Restrictions are for the benefit of and enforceable by the City, upon a determination of a violation by an Applicable Regulatory Agency. Each and all of the Restrictions is also for the benefit of Parcels 2 and 3, which otherwise would not be created or developed. Each and all of the Restrictions run with the land pursuant to Section 1471 of the California Civil Code and any other applicable authority. Covenantor and DTSC enter into this Covenant pursuant

to Section 25202.5 of the California Health and Safety Code. The parties intend that EPA be a third party beneficiary of this Covenant with respect to matters within the EPA's jurisdiction, and that DTSC and EPA also have the ability to enforce the "Restrictions on Use" imposed under Sections 3.1 and 3.1.1 of this Covenant relating to human health or the environment, which are for their benefit.

2.2 Binding Upon Owners/Occupants. Pursuant to California Health and Safety Code Section 25202.5(b) and California Civil Code Section 1471(b), all purchasers, lessees, or Owners of any portion of the Parcel 1 shall be bound by this Covenant and agree for and among themselves, their heirs, successors, and assignees and the agents, employees, and lessees of such parties that their interest in Parcel 1 shall be subject to the Restrictions contained herein.

2.3 Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference by Covenantor and Owner/Occupants in each and all deeds, leases, subleases, licenses, and rental agreements for any portion of Parcel 1 pursuant to Sections 1468, 1469, and 1470 of the California Civil Code, as applicable, including an express acknowledgment by each purchaser, lessee, or possessor that they bind themselves, their heirs, successors and assignees, and the agents, employees, and lessees of such parties to the Restrictions contained herein.

2.4. Notwithstanding any other provision of this Covenant, to the extent any future modification of or changes to the "Restrictions on Use" imposed under Section 3.1 and 3.1.1 of this Covenant would be inconsistent with the requirements set forth in Section VII(c)(2) of the Order, prior approval of such modifications/changes must be obtained from EPA.

3. DEVELOPMENT, USE, AND CONVEYANCE OF THE PROPERTY

3.1 Restrictions on Use. The restrictions on use set forth in Section 3.1(a) are based on the statutory prohibitions contained in Section 25232 of the Health and Safety Code and the administrative record for EPA's groundwater remedy decision and are not based on any health risk assessment that indicates a specific risk on this Parcel to adults or children. It is the intent of the Owner, Covenantor, the City and DTSC that these specific deed restrictions may be amended in the future pursuant to the processes set forth in Section 25202.6 of the California Health and Safety Code. Owner and Covenantor promises to restrict the use of Parcel 1 as follows:

(a) Owner shall not initiate any construction or placement of a building or structure on Parcel 1 which is intended for use as any of the following, or allow the new use of any existing structure for the purpose of serving as any of the following:

(1) A residence, including any mobile home or factory built housing constructed or installed for use as permanently occupied human habitation;

- (2) A hospital for humans;
- (3) A school for persons under 21 years of age;
- (4) A day care center for children;
- (5) Any permanently occupied human habitation; or
- (6) A park or playground, provided that a golf course shall not be considered to be a park or playground.

(b) Groundwater beneath Parcel 1 shall not be used as a source of drinking water unless it meets applicable regulatory standards.

(c) The prohibition of uses in subdivision (a) of this section 3.1 shall not be construed to limit the authority of the City to require approval for any other land use on Parcel 1 not specified in subsection (a) above.

(d) Pursuant to the HWCA, Title 22 of the California Code of Regulations ("CCR"), RCRA, and Title 40 of the Code of Federal Regulations ("CFR"), Owner promises that no use on the Parcel 1 shall be allowed to disturb the integrity or interfere with the operation of the closed Class I Landfill final cover, liner(s), or other components of any hazardous waste containment system, including but not limited to the landfill gas collection system, or the function of any hazardous waste monitoring system, or interfere with any other Corrective Action or post-closure requirement, including the Post-Closure Permit, to the extent such requirements remain in effect, unless an Applicable Regulatory Agency finds that the disturbance or interference:

(1) Is necessary to the proposed use of Parcel 1 and will not increase the potential hazard to human health or the environment;

(2) Is necessary to reduce a threat to human health or the environment; or

(3) Is otherwise necessary to achieve compliance with environmental requirements of an Applicable Regulatory Agency. (If DTSC is the Applicable Regulatory Agency, pursuant to Title 22, CCR, Section 66264.117, DTSC may not approve disturbance or interference with the Class I Landfill unless DTSC makes Finding (1) or (2) above.)

(e) Pursuant to Title 27 of the CCR, Owner promises that no use of Parcel 1 shall be allowed to disturb the integrity or interfere with the provisions of the Class III Landfill Closure Plan or Post-Closure Plan approved by the CIWMB or with the operation of measures contained therein, to the extent such documents remain in effect, unless an Applicable Regulatory Agency approves such an activity.

(f) An Applicable Regulatory Agency, or any person or entity designated by an Applicable Regulatory Agency as requiring access to carry out the purposes of this Covenant or to comply with or enforce applicable statutory and regulatory requirements (including Covenantor), shall have reasonable right of entry and access to Parcel 1, at reasonable times and with reasonable notice (provided such requirements shall not be interpreted to limit the statutory and regulatory authority of any Applicable Regulatory Agency), for inspection, monitoring, maintenance and any other activities consistent with the purposes of this Covenant or otherwise necessary to comply with or enforce applicable statutory and regulatory requirements, provided that, in exercising its rights under this grant of easement, the Applicable Regulatory Agency (or designated entity or person) shall comply with any statutory or regulatory limitations or requirements relating to such entry and shall use its best efforts to minimize disturbance to the Occupants and Improvements on Parcel 1 in accordance with sound and customary environmental management practices. Consistent with that reasonable right of entry and access, Owner hereby grants, and use of Parcel 1 shall be subject to, an easement in favor of an Applicable Regulatory Agency, or any person or entity designated by an Applicable Regulatory Agency as requiring access to carry out the purposes of this Covenant or to comply with or enforce applicable statutory and regulatory requirements (including Covenantor), to enter the property at reasonable times and with reasonable notice (provided such requirements shall not be interpreted to limit the statutory and regulatory authority of any Applicable Regulatory Agency), for inspection, monitoring, and maintenance, and to perform any other activities consistent with the purposes of this Covenant or otherwise necessary to comply with or enforce applicable statutory and regulatory requirements, provided that, in exercising its rights under this grant of easement, the Applicable Regulatory Agency (or designated entity or person) shall comply with any statutory or regulatory limitations or requirements relating to such entry and shall use its best efforts to minimize disturbance to the Occupants and Improvements on Parcel 1, in accordance with sound and customary environmental management practices. This easement shall not limit the uses of Parcel 1 or Improvements thereon that are consistent with this Covenant.

(g) Owner shall not grant, sell, transfer, or otherwise convey any land or interest in Parcel 1, or any part thereof, in such a manner as to cause or result in impairment of, or interference with, any requirement or obligation regarding the Class I Landfill or Class III Landfill, the Post-Closure Permit, or any other required Corrective Action, to the extent such requirements remain in effect.

(h) Owner shall provide notice to the City and to DTSC within five (5) days after any conveyance or transfer of any ownership interest in the Parcel 1 (excluding mortgagees, liens, and non-possessory encumbrances) to a third person. The provision of notice under this section shall not, by reason of this section, give the City or DTSC the authority to approve, disapprove, or otherwise affect any use, subdivision, lease, sale, or other conveyance of Parcel 1, or any part thereof, except as otherwise provided by applicable laws, regulations, permits and orders or this Covenant. This section shall not

be construed to impair any authority over land use that the City may otherwise possess. Nothing in this section shall relieve Owner of its obligation to comply with applicable laws, regulations, permits, and orders.

3.1.1 Notwithstanding the subdivision of Parcel 1 or the sale of any or all parcels created thereby, to the extent required by applicable law, regulations, permits or orders, Covenantor shall be responsible for maintaining the caps on the Class I and Class III Landfills and for any and all Corrective Action on the Site, as well as compliance with any and all applicable statutory and regulatory requirements regarding the Class I and Class III Landfills that are located on Parcel 3. The obligations of Covenantor hereunder shall not affect or limit the liability that any future Owner may otherwise have under the law.

3.2 Notice in Agreements. Owner shall give notice of these Restrictions to all Occupants and subsequent Owners of Parcel 1 by inclusion or exhibit in grant deed restrictions, purchase agreements, "CC&Rs" (covenants, conditions and restrictions), leases, subleases, or rental agreements of the following statement:

"The property [or premises] described herein is adjacent to property that contains hazardous waste and is subject to an environmental restriction and covenant to restrict use which, among other things, prohibits the following uses:

- (1) A residence, including any mobile home or factory built housing constructed or installed for use as permanently occupied human habitation;
- (2) A hospital for humans;
- (3) A school for persons under 21 years of age;
- (4) A day care center for children;
- (5) Any permanently occupied human habitation; or
- (6) A park or playground, provided that a golf course shall not be considered to be a park or playground.

The environmental restriction and covenant to restrict use is in favor of the City of West Covina, the Department of Toxic Substances Control, and the U. S. Environmental Protection Agency, as a third party beneficiary. This statement is not a declaration that a hazard exists."

4. MODIFICATION OR REMOVAL

4.1 Modification or Removal. Owners and Occupants of Parcel 1, or any portion thereof, desiring to modify or remove the "Restrictions on Use" established by this Covenant shall comply with the following procedures:

(a) Any Owner, or with the Owner's consent, any Occupant, of Parcel 1 or of any portion thereof, shall make a written request to the City.

(b) In addition to Section 4.1(a), for modification or removal of the "Restrictions on Use" imposed under Sections 3.1 and 3.1.1 relating to human health or the environment, the Owner of Parcel 1 or any portion thereof shall apply to DTSC. Such application shall be made in accordance with Section 25202.6 of the California Health and Safety Code.

(c) Nothing in this Section 4.1 shall relieve Owners and Occupants from compliance with Section 2.4 of this Covenant and any other applicable laws, regulations, permits and orders.

4.2 Term. Unless removed in accordance with Section 4.1 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

5. MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of Parcel 1 or any portion thereof to the general public or for any purposes whatsoever.

5.2 Notices. Whenever any person shall desire to give or serve any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed served when delivered (1) if personally delivered to the person being served or to an officer or a corporate party being served or official of a government agency being served, or (2) if mailed by United States mail postage-paid, certified, return receipt requested to each of the following:

- (a) the current Owner(s) of Record; and
- (b) Deputy Director Hazardous Waste Management Division
Department of Toxic Substances Control
P. O. Box 806
Sacramento, California 95812-0806

or, if the current address is no longer valid, the current address of DTSC's Hazardous Waste Management Division or the successor agency or state program which has authority over this Covenant.

- (c) City of West Covina
1444 West Garvey Avenue
West Covina, California 91793
- (d) LEA
1444 West Garvey Avenue
West Covina, California 91793
- (e) Regional Administrator
U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, CA 94105

5.3 Reservation of Rights. The parties reserve all rights they may have in this matter unless expressly waived herein. Nothing in this Covenant shall limit the jurisdiction or authority that Applicable Regulatory Agencies otherwise have under applicable laws, regulations, permits, orders or other legal requirements.

5.4 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion to the extent not materially affected by the invalidated portion, shall remain in full force and effect as if such portion had not been included herein.

5.5 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.6 Recordation. This instrument shall be recorded by Covenantor in the County of Los Angeles immediately after recordation of an approved parcel map creating Parcel 1.

5.7 References. All references to regulatory and statutory sections include successor provisions.

5.8 Counterparts. This Covenant may be executed in counterparts.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

BKK CORPORATION

[Signature]

Kris L. Kazarian

Print Name

KRIS L. KAZARIAN

Title

Sec. / Treas.

CITY OF WEST COVINA

[Signature]

Benjamin S. Wong

Print Name

BENJAMIN S. WONG

Title

MAYOR

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

[Signature]

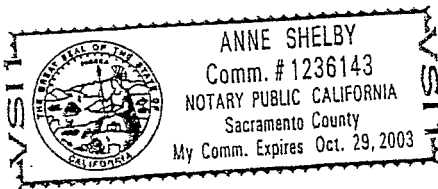
Jose Kou

Print Name

Jose Kou

Title

Sup. Mgr. Substances Engrg. II

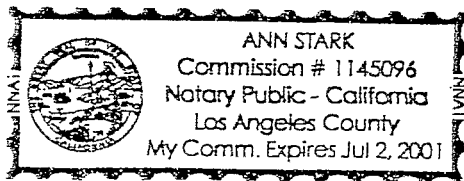


STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On April 16, 2001, before me, the undersigned, a Notary Public duly sworn in the State of California, personally appeared Kris L. Kazarian, personally known to me or proven to me on the basis of satisfactory evidence to be the person who executed the within instrument as Sec. / Treas. of BKK Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



Ann Stark

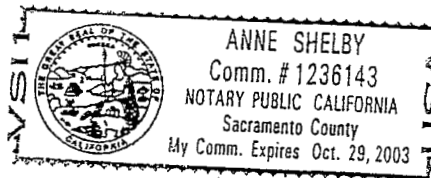
STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On April 17, 2001, before me, the undersigned, a Notary Public duly sworn in the State of California, personally appeared Jose Kou, personally known to me or proven to me on the basis of satisfactory evidence to be the person who executed the within instrument as Supervisory Hazardous ? Engineer II of the Department of Toxic Substances Control, the agency that executed the within instrument, and acknowledged to me that such agency executed the same.

WITNESS my hand and official seal.

Anne Shelby

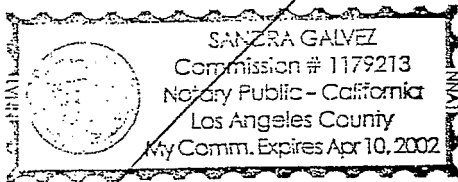


STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On MAY 8, 2001, before me, the undersigned, a Notary Public duly sworn in the State of California, personally appeared BENJAMIN S. LOONG personally known to me or ~~proven to me on the basis of satisfactory evidence~~ to be the person who executed the within instrument as MAYOR of the City of West Covina, the agency that executed the within instrument, and acknowledged to me that such agency executed the same.

WITNESS my hand and official seal.



Sandra Galvez

see attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of CALIFORNIA

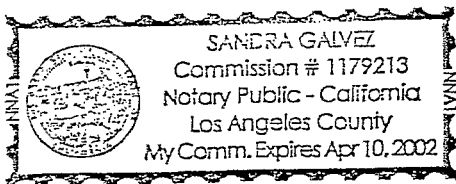
County of LOS ANGELES

On MAY 8, 2001 before me, SANDRA GALVEZ, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared BENJAMIN D. WONG
NAME(S) OF SIGNER(S)

☒ personally known to me ~~OR~~ ☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sandra Galvez
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

CITY OF WEST COVINA

DESCRIPTION OF ATTACHED DOCUMENT

ENVIRONMENTAL RESTRICTION
 COVENANT & AGREEMENT (PARCEL 1)

TITLE OR TYPE OF DOCUMENT

ELEVEN PLUS
NUMBER OF PAGES THREE EXHIBITS

APRIL 10, 2001
DATE OF DOCUMENT

KRIS L. KAZARIAN
 JOSE KOU

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A-1"

(PARCEL MAP)

PARCEL 1 OF PARCEL MAP NO. 24585, IN THE CITY OF WEST COVINA, AS PER MAP FILED IN BOOK 301 PAGES 61 THROUGH 68 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBONS AND ALL MINERALS, TOGETHER WITH THE RIGHT TO DEVELOP, PRODUCE AND EXTRACT THE SAME, AS GRANTED TO NARCISSE S. GARNIER, ET AL., BY DEED RECORDED SEPTEMBER 29, 1944 IN BOOK 21288 PAGE 260, OFFICIAL RECORDS.

BY INSTRUMENTS OF RECORD, THE OWNERS OF SAID OIL, GAS, AND OTHER HYDROCARBONS AND MINERALS, RELINQUISHED ALL OF THEIR RIGHTS TO ENTER UPON THE SURFACE OF SAID LAND OR THE SUBSURFACE THEREOF TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, (MEASURED VERTICALLY FROM THE SURFACE, FOR THE PURPOSE OF DEVELOPING, PRODUCING AND EXTRACTING THE SAME.

3 PARCELS
583.21 ACRES

PARCEL MAP NO. 24585

SHEET 1 OF 3 SHEETS

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF RANCHO LA PUENTE, A PORTION OF SAID RANCHO DESIGNATED AS "LOT NO. 1, 1789.46AC" AS SHOWN ON MAP RECORDED IN BOOK 1260 PAGE 163, OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

HUITT-ZOLIARS

SUBDIVIDER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE SUBDIVIDER OF THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

B.K.K. CO., A CALIFORNIA CORPORATION, SUBDIVIDER.

BY: Ben K. Kazarian, Jr. (PRINT NAME)
CRIF EXECUTIVE OFFICER (PRINT TITLE)
BY: James L. Garvin, L.S. 6343 (PRINT NAME)
TREASURER (PRINT TITLE)

RECORD OWNER IS: B.K.K. CO., A CALIFORNIA CORPORATION

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ALAN TUNILAND ON APRIL 5, 2000. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, THAT THE FOUND MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



James L. Garvin
JAMES L. GARVIN, L.S. 6343
MY REGISTRATION EXPIRES 12/31/02

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN C.O.R.S. STATIONS "LONG" AND "CLARK" BEING HB93716" AS DERIVED FROM DATA AS SHOWN ON RECORD OF SURVEY 96-1054, R.S.B. 744/1-16, RECORDS OF ORANGE COUNTY, CALIFORNIA.

DATUM STATEMENT:

COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, BASED ON NATIONAL GEODETIC SURVEY VALUES FOR MAD 83, EPOCH 1995.5 PER RECORD OF SURVEY 96-1054, R.S.B. 744/1-16, RECORDS OF ORANGE COUNTY, CALIFORNIA.

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF WEST COVINA APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

DATE: _____ BY: _____ CITY ENGINEER
RCE NO. 51693 EXP. 6/30/02

STATE OF California)
COUNTY OF Los Angeles)

ON THIS 15 DAY OF February, 2001, BEFORE ME, Ann Stark, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Ben K. Kazarian Jr. AND James L. Garvin, PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: MY COMMISSION EXPIRES 12/31/02
Ann Stark MY PRINCIPAL PLACE OF BUSINESS
NOTARY PUBLIC IN AND FOR SAID STATE IS IN Los Angeles COUNTY.
Ann Stark
PRINT NAME

COUNTY ENGINEERS CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT COMPLIES WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED TO BY THE CITY ENGINEER.

DATE: _____ BY: _____ DEPUTY COUNTY ENGINEER
RCE NO. _____ EXP. _____

SPECIAL ASSESSMENT CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF WEST COVINA, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

CITY TREASURER OF THE CITY OF WEST COVINA DATE

CITY COUNCIL CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF WEST COVINA AT A MEETING HELD ON _____, APPROVED THE ATTACHED MAP.

CITY CLERK OF THE CITY OF WEST COVINA DATE

BOUNDARY LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

PARCEL MAP NO. 24585

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

HUITT-ZOLIARS

SHEET 2 OF 8 SHEETS

EASEMENT NOTES:

- (A) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 7/28/85 AS INSTRUMENT NO. 85-948720, O.R.
- (B) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 4/10/85 AS INSTRUMENT NO. 85-444204, O.R.
- (C) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA GAS COMPANY PER DOCUMENT RECORDED 5/13/86 AS INSTRUMENT NO. 86-593404, O.R.
- (D) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 10/21/83 AS INSTRUMENT NO. 83-1246439, O.R.
- (E) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 2/25/82 AS INSTRUMENT NO. 82-201603, O.R.
- (F) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 12/19/75 AS INSTRUMENT NO. 75-3553, O.R.
- (G) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 10/30/79 AS INSTRUMENT NO. 79-1218678, O.R.
- (H) AN EASEMENT FOR STREET AND HIGHWAY PURPOSES OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 8/6/65 AS INSTRUMENT NO. 3399, IN BOOK D-3007 PAGE 251, O.R.
- (I) AN EASEMENT FOR STORM DRAIN, SLOPE, INGRESS AND EGRESS OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 8/6/65 AS INSTRUMENT NO. 3399, IN BOOK D-3007 PAGE 251, O.R.
- (J) AN EASEMENT FOR STORM DRAIN, SLOPE, INGRESS AND EGRESS PURPOSES OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 11/8/65 AS INSTRUMENT NO. 3376 IN BOOK D-3108 PAGE 310, O.R.
- (K) AN EASEMENT FOR UTILITY PURPOSES OF GENERAL TELEPHONE COMPANY OF CALIFORNIA PER DOCUMENT RECORDED 3/8/65 AS INSTRUMENT NO. 2562 IN BOOK D-3230 PAGE 192, O.R.
- (L) AN EASEMENT FOR SLOPE, INGRESS AND EGRESS PURPOSES OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 12/19/66 AS INSTRUMENT NO. 1394 IN BOOK D-3510 PAGE 316, O.R.
- AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED AS INSTRUMENT NO. 92-1656735, O.R. SAID EASEMENT IS INDETERMINATE IN NATURE.
- AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED AS INSTRUMENT NO. 92-1656737, O.R. SAID EASEMENT IS INDETERMINATE IN NATURE.
- MINNESOTA METHANE LLC, A WYOMING LIMITED LIABILITY COMPANY, GROUND LEASE HYDRA PER INSTRUMENT NO. 96-2068804, O.R., RECORDED 12/23/96

MONUMENT NOTES:

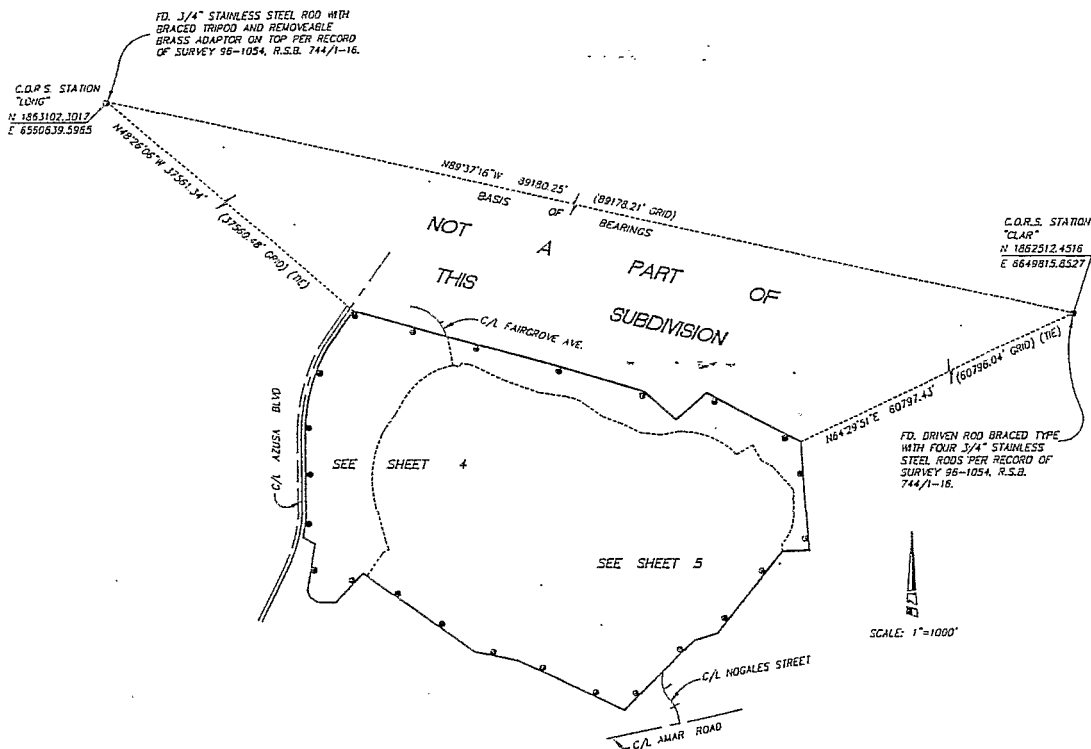
- INDICATES FOUND MONUMENT AS NOTED.
- ▲ INDICATES FOUND SPIKE AND WASHER STAMPED "ICE 18362" PER TRACT NO. 32281, H.B. 907/29-32.
- INDICATES LOCATION OF 3" I.P. TAGGED "PLS 8343" TO BE SET WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS.

SURVEYORS NOTES:

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED.
TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.99997709.
(C.O.R.S.) CALIFORNIA CONTINUOUSLY OPERATING REFERENCE STATION.

BASIS OF BEARINGS:

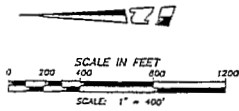
BASIS OF BEARINGS FOR THIS MAP WERE TAKEN BETWEEN (C.O.R.S. STATIONS "LONG" AND "CLAR" AS SHOWN ON R.S. 96-1054 FILED IN BOOK 180, PAGES 1 THROUGH 16 OF RECORD OF SURVEY; RECORDS OF ORANGE COUNTY.



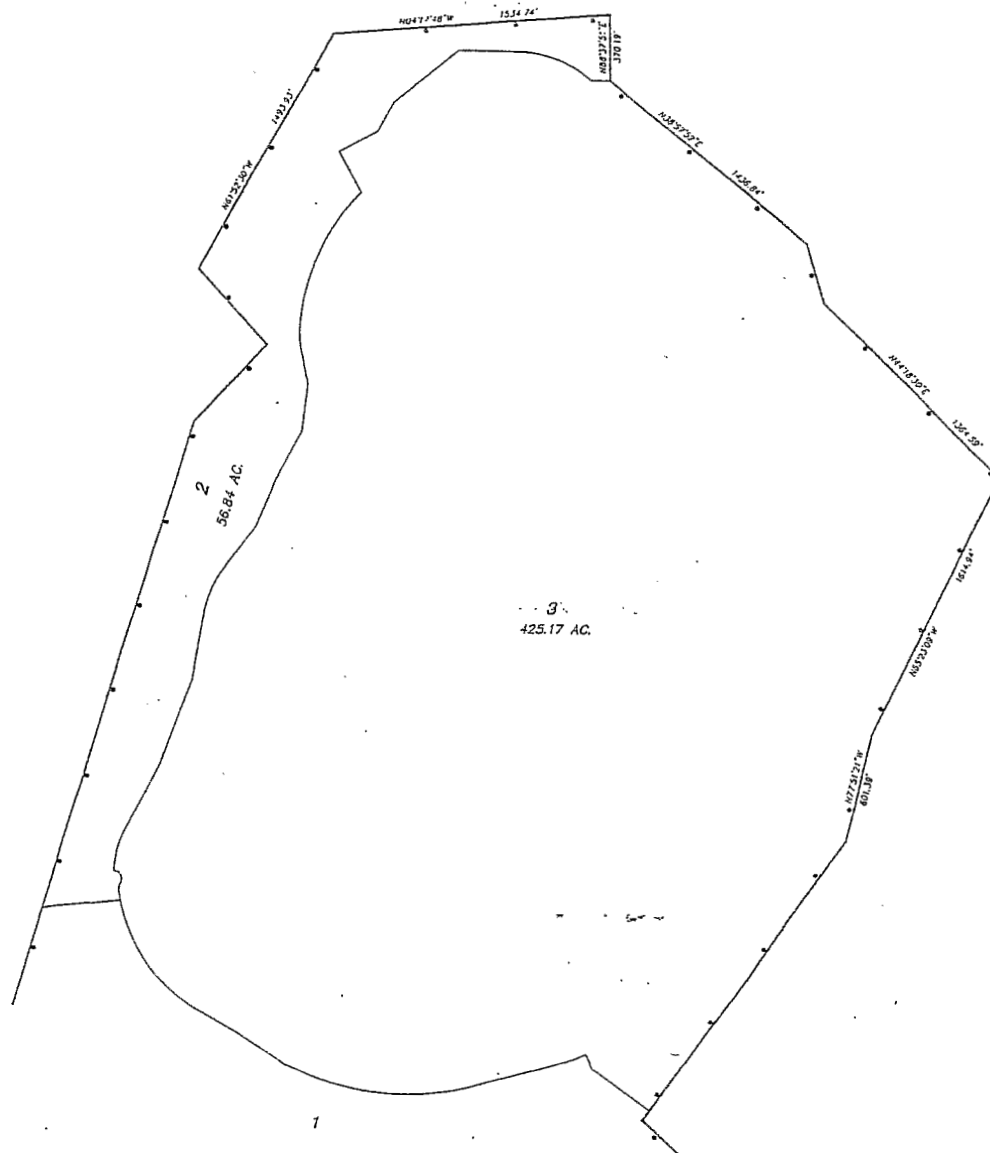
BASIS OF BEARINGS AND SHEET INDEX MAP

SHEET 3 OF 8 SHEETS

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

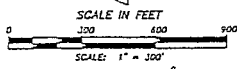


NOTES:
SEE SHEET 2 FOR MONUMENT NOTES, EASEMENT NOTES,
BASIS OF BEARINGS AND SHEET INDEX MAP.
SEE SHEETS 4 AND 5 FOR DETAIL OF PARCELS 2 AND 3
SEE SHEETS 6, 7 AND 8 FOR ADDITIONAL EASEMENTS AND/OR
EASEMENT DIMENSIONING.



PARCEL MAP NO. 24585 IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 4 OF 8 SHEETS



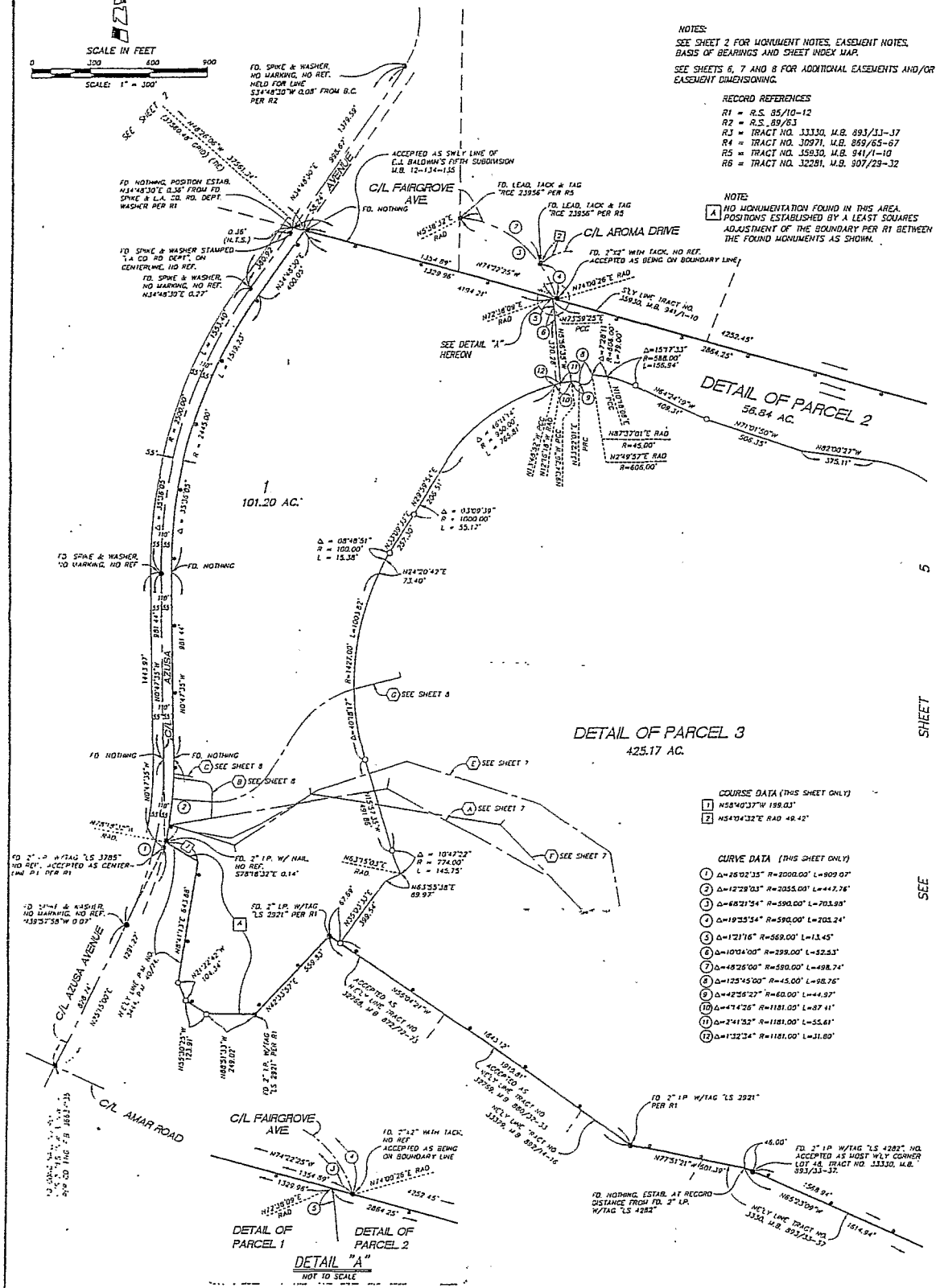
NOTES:
SEE SHEET 2 FOR MONUMENT NOTES, EASEMENT NOTES,
BASIS OF BEARINGS AND SHEET INDEX MAP.
SEE SHEETS 5, 7 AND 8 FOR ADDITIONAL EASEMENTS AND/OR
EASEMENT DIMENSIONING.

RECORD REFERENCES

R1 = R.S. 35/10-12
R2 = R.S. 89/63
R3 = TRACT NO. 33330, M.B. 893/33-37
R4 = TRACT NO. 30971, M.B. 869/65-67
R5 = TRACT NO. 35930, M.B. 941/1-10
R6 = TRACT NO. 32281, M.B. 907/29-32

NOTE

A NO MONUMENTATION FOUND IN THIS AREA.
POSITIONS ESTABLISHED BY A LEAST SQUARES
ADJUSTMENT OF THE BOUNDARY PER R1 BETWEEN
THE FOUND MONUMENTS AS SHOWN.



COURSE DATA (THIS SHEET ONLY)

- 1 N55°40'37"W 198.03'
- 2 N54°04'32"E RAD 48.42'

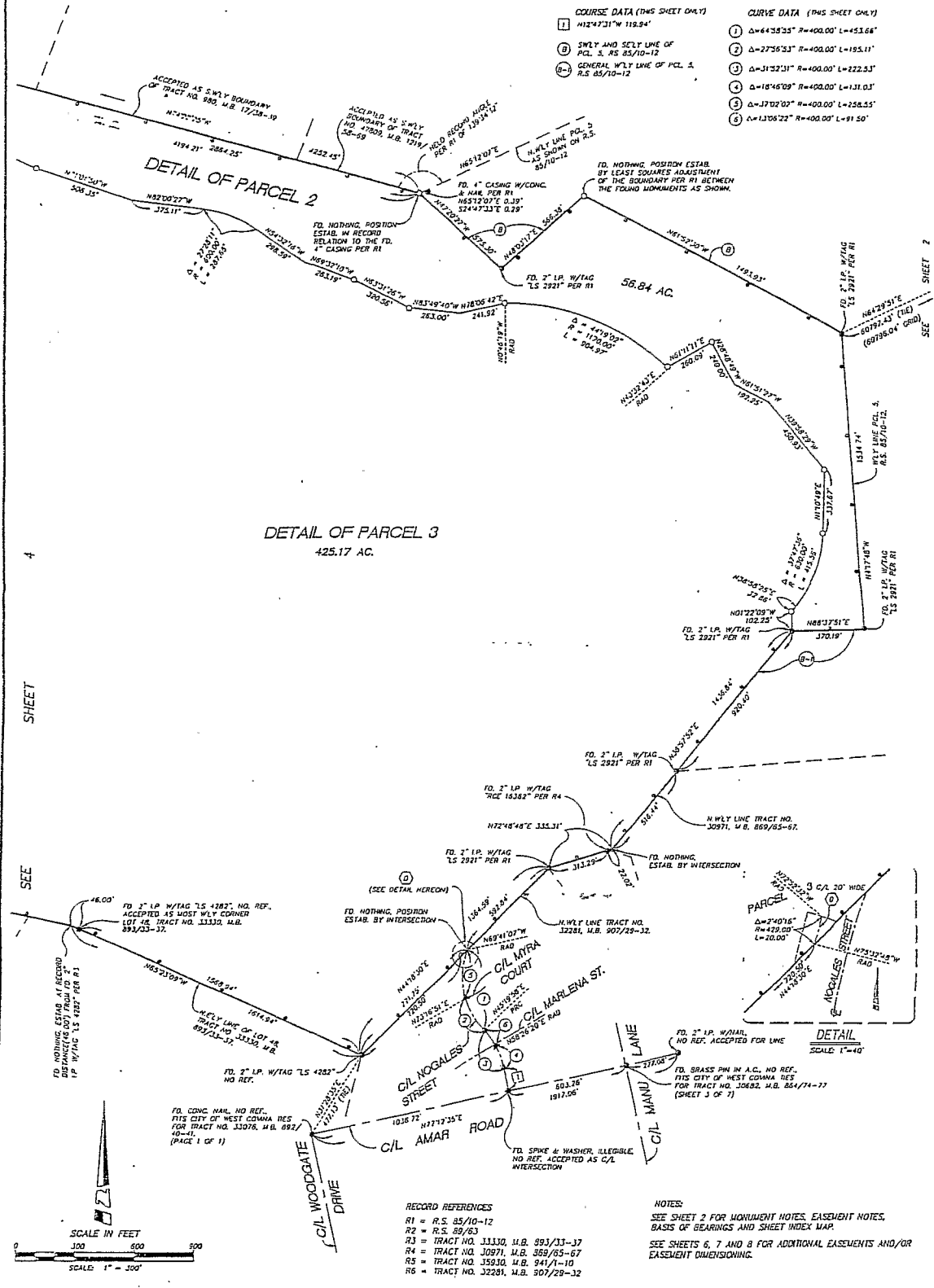
CURVE DATA (THIS SHEET ONLY)

- 1 Δ=26°02'35" R=2000.00' L=909.07'
- 2 Δ=12°28'03" R=2055.00' L=447.76'
- 3 Δ=68°21'54" R=590.00' L=703.99'
- 4 Δ=19°25'34" R=590.00' L=703.24'
- 5 Δ=1°21'16" R=569.00' L=13.45'
- 6 Δ=10°04'00" R=299.00' L=32.53'
- 7 Δ=48°25'00" R=280.00' L=498.74'
- 8 Δ=125°45'00" R=45.00' L=98.76'
- 9 Δ=42°25'27" R=60.00' L=44.93'
- 10 Δ=47°42" R=1181.00' L=87.41'
- 11 Δ=2°41'32" R=1181.00' L=55.61'
- 12 Δ=1°32'24" R=1181.00' L=31.80'

PARCEL MAP NO. 24585

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 5 OF 8 SHEETS



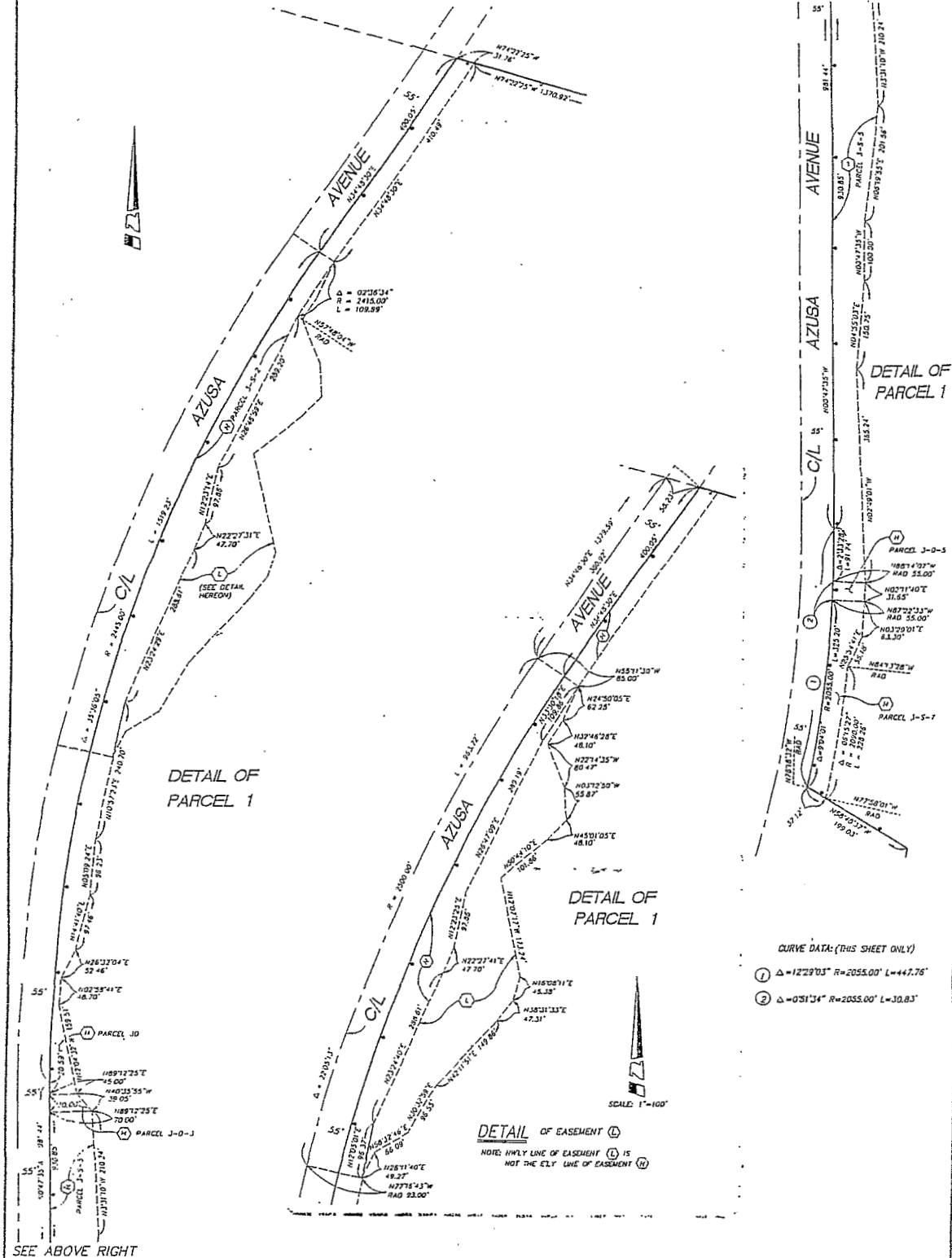
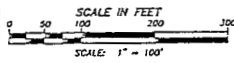
PARCEL MAP NO. 24585

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 6 OF 3 SHEETS

EASEMENT MAP

SEE BELOW LEFT



PARCEL MAP NO. 24585

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 7 OF 8 SHEETS

EASEMENT MAP

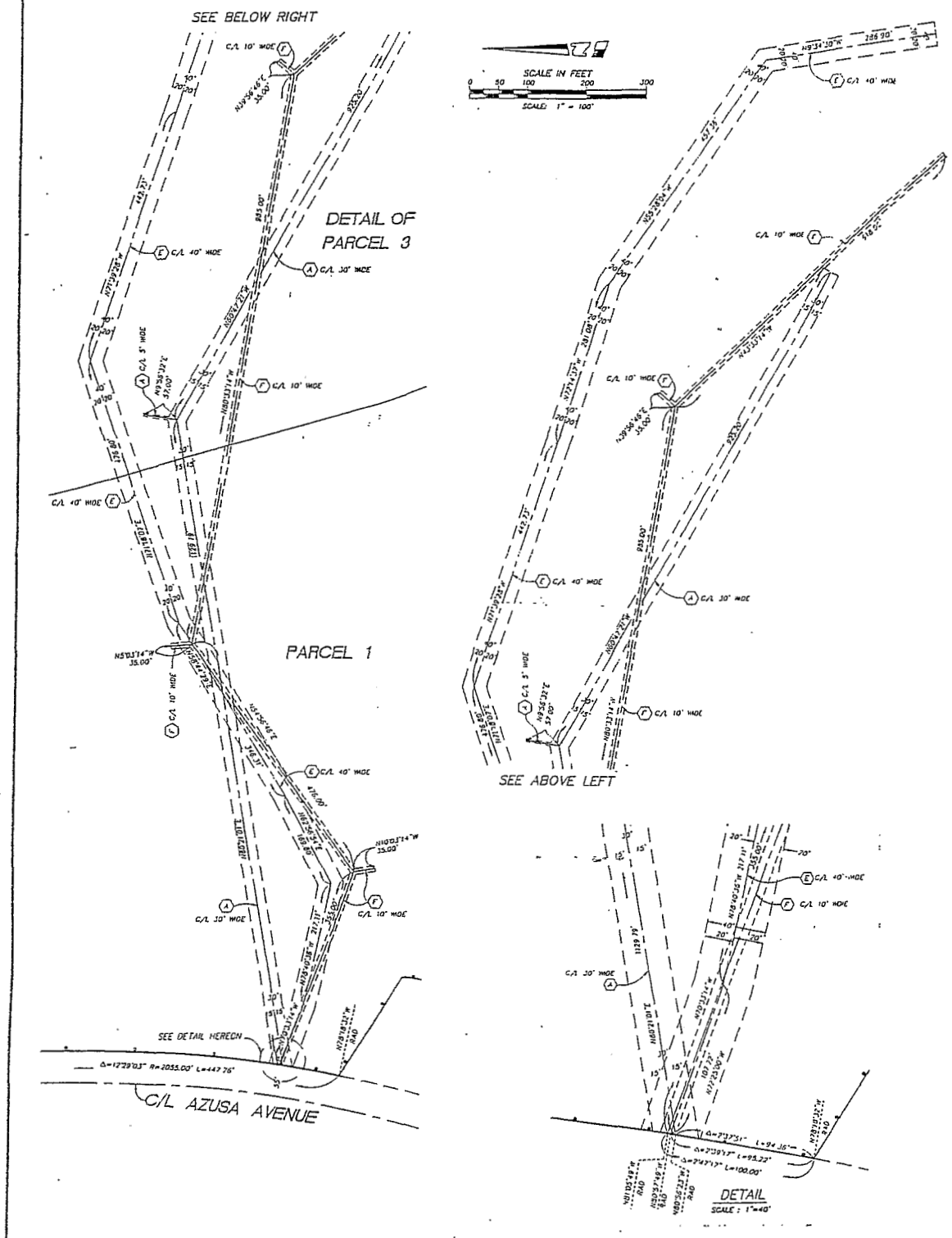
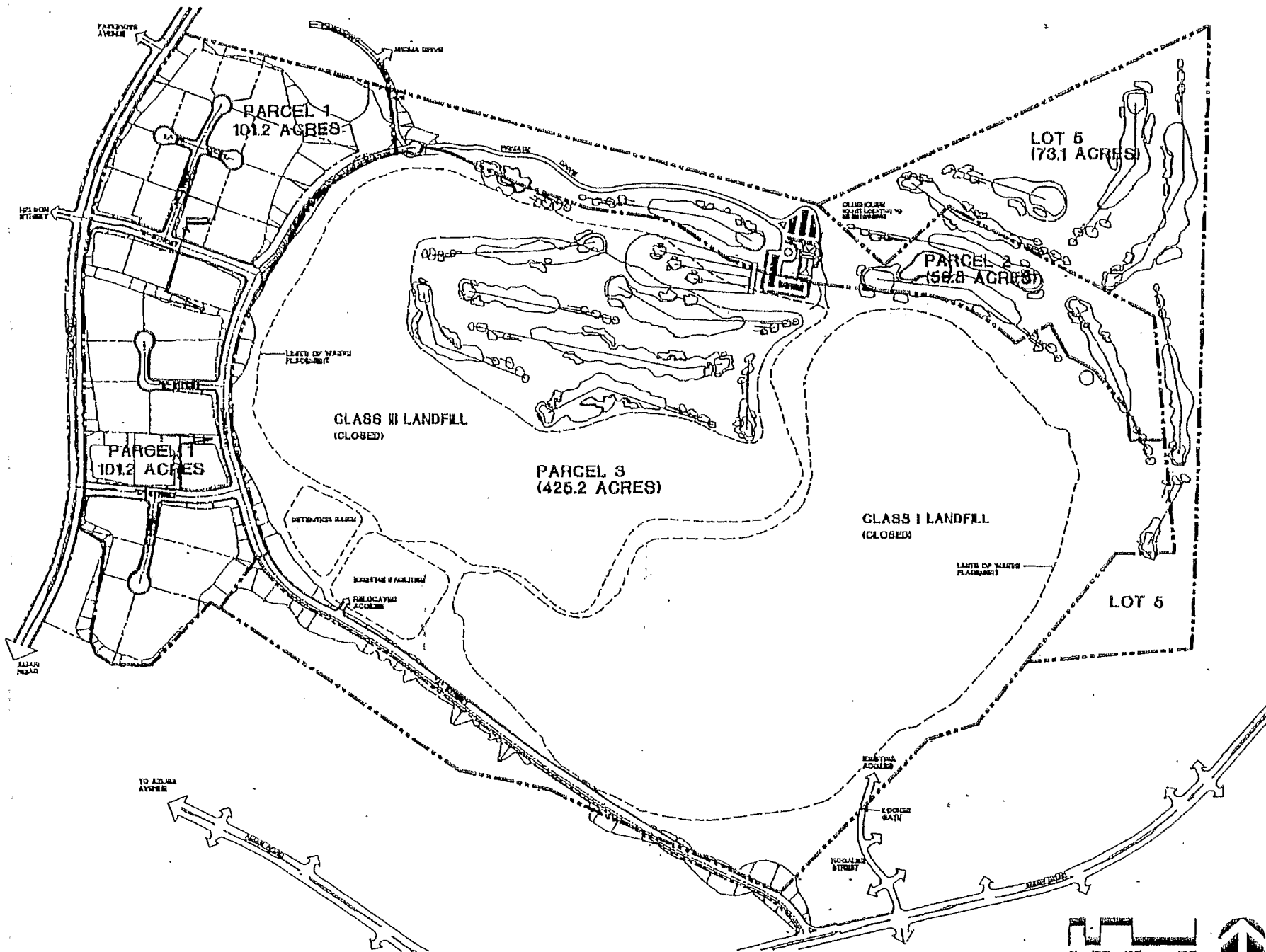


EXHIBIT "A-2"

[Map of Class I and Class III Landfills]



PARCEL MAP NO. 24585

EXHIBIT "A-3"

[Excerpt from EPA Consent Order]

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 9

IN THE MATTER OF:

BKK CORPORATION
2210 South Azusa Avenue
West Covina, CA 91792
CAD067786749

RESPONDENT

)
) ADMINISTRATIVE ORDER
) ON CONSENT
)
) U.S. EPA Docket No.
)
) RCRA-9-2000-0003
)
)
) Proceeding under Section
) 3008(h) of the Resource
) Conservation and Recovery
) Act, as amended, 42 U.S.C.
) Section 6928(h).

III. STATEMENT OF PURPOSE

In entering into this Consent Order, the mutual objectives of EPA and BKK are:

1. To implement the corrective measures (remedy) selected by EPA to remediate groundwater at the Facility;

2. To perform Interim Measures ("IM") at the Facility to relieve threats, if any, to human health and/or the environment resulting from actual or threatened groundwater contamination or the performance of any activities in accordance with this Consent Order; and

3. To perform any other activities necessary to correct actual or potential threats to human health and/or the environment resulting from the release or potential release to groundwater of hazardous waste or hazardous constituents from the Facility.

IV. FINDINGS OF FACT

1. BKK is a company doing business in the State of California and is a person as defined in Section 1004(15) of RCRA, 42 U.S.C. 6903(15).

2. BKK owns 583 acres of real property located at 2210 South Azusa Avenue, West Covina, California 91792. A legal description of that property is attached hereto as Attachment 1 and incorporated herein by reference. BKK is the owner and operator of a hazardous waste landfill ("Class I landfill") on that property consisting of approximately 190 acres where hazardous wastes were disposed of up until December 1, 1984. However, for purposes of the investigation and any corrective measures that may be required under this Consent Order, the term "Facility" shall mean the contiguous 583 acres of real property owned by BKK including the approximately 190 acres where hazardous wastes were disposed.

3. BKK owned and operated the Facility as a hazardous waste management facility on and after November 19, 1980, the applicable date which renders facilities subject to interim status requirements or the requirement to have a permit under Sections 3004 and 3005 of RCRA, 42 U.S.C. Sections 6924 and 6925. BKK engaged in disposal of hazardous waste at the Facility subject to the interim status requirements (40 CFR Part 265).

4. Pursuant to Section 3010 of RCRA, 42 U.S.C. Section 6930, BKK notified EPA of its hazardous waste activity. In its notification dated on or about July 25, 1980, BKK identified itself as an owner and operator of a treatment, storage and/or disposal facility.

5. On or about November 19, 1980, BKK submitted to EPA a RCRA Part A permit application which included a list of the wastes disposed by BKK at the Facility designated by EPA hazardous waste numbers. On or about August 1, 1983, BKK submitted a revised RCRA Part A permit application to EPA with an expanded list of wastes disposed at the Facility. BKK handled at the Facility the hazardous wastes identified in Section IV, Paragraph 5, of the March 31, 1989 RCRA 3008(h) Administrative Order on Consent, U.S. EPA Docket No. RCRA-09-89-0019.

6. Facility Background

a. BKK has operated the Facility as both a municipal refuse and hazardous waste disposal landfill. The Facility accepted hazardous waste for disposal from 1972 to 1984. During that time, approximately 3.4 million tons of liquid and solid hazardous wastes were disposed, together with nonhazardous wastes in the approximately 190 acre unlined Class I landfill. A closure plan for the Class I landfill was approved by the EPA, the Los Angeles Regional Water Quality Control Board and the Department of Health Services Toxic Substances Control Division (now Department of Toxic Substances Control) on December 23, 1986. A RCRA operating permit was issued for the leachate treatment plant on June 24, 1987, and the plant began full operation in November of 1987. On May 15, 1989, BKK certified that the Class I landfill had been closed by BKK on March 15, 1989. Closure included installation of a clay and vegetative cover, a gas collection system, and construction of a leachate treatment plant. BKK also operated an adjacent lined, municipal solid waste ("Class III") landfill from 1987 to 1996. The Class III landfill stopped accepting waste in September 1996, and is currently undergoing final closure. (The areas where the Class I and Class III landfills are located are identified in figures 1 and 2 of the document titled, "Remedy Decision for Contaminated Groundwater at the BKK Landfill in West Covina, California", dated February 10, 2000 [Attachment 7 hereto]).

b. The Facility includes the following Solid Waste Management Units:

<u>Unit Name</u>	<u>Status</u>	<u>Wastes Received/Generated</u>
Class I Landfill	Closed	Listed Wastes D, F, K, P, U, Asbestos, Municipal Trash
Leachate Treatment Plant/Air Stripper	Active	Leachate/Sludge/Effluent
Class III Landfill	Closing /Inactive	Municipal Trash, Asbestos
Area D	Inactive	Municipal Trash

c. During the 1980s, a series of investigations found groundwater contamination both on and off-site at the Facility. On March 31, 1989, EPA and BKK entered into a RCRA 3008(h) Administrative Order on Consent, U.S. EPA Docket No. RCRA-09-89-0019, which, among other things, required BKK to investigate the nature and extent of groundwater contamination, and to evaluate corrective measure alternatives (remedial options). As of August 1998, over 200 monitoring wells have been installed at the Facility. Ground water samples collected from these monitoring wells over the past 10 years have been used to determine the extent of the groundwater contamination. The most commonly found contaminants in the groundwater are a group of chemicals called volatile organic compounds ("VOCs"). VOC contaminants in the groundwater at BKK include tetrachloroethene ("PCE"), trichloroethene ("TCE"), vinyl chloride and several others. The groundwater monitoring confirmed that contaminated groundwater had migrated off-site and under residential areas. Pursuant to the EPA Order, BKK evaluated and suggested potential options for remediating the contaminated groundwater. The remedial options are contained in a Corrective Measures Study ("CMS") report, which was submitted by BKK to EPA in February 1998.

d. On August 11, 1998, EPA published a proposed remedy to address groundwater contamination at the Facility and began a 60 day public comment period that ended on October 9, 1998. EPA proposed that BKK implement a "contain and control" remedy, designed to contain wastes on-site and to control further off-site movement of contaminated groundwater. The proposed remedy included the installation and operation of approximately 60 new leachate and groundwater extraction wells. The rationale for the proposed remedy is contained in an EPA document titled,

"Proposed Groundwater Statement of Basis for BKK Landfill", dated August 11, 1998.

e. EPA received 182 public comments on the proposed groundwater remedy for the Facility. EPA responded to the public comments and after further deliberation, selected a groundwater remedy for the Facility. EPA's rationale for selecting the groundwater remedy is contained in the document titled, "Remedy Decision for Contaminated Groundwater at the BKK Landfill in West Covina, California", dated February 10, 2000. The "Final Groundwater Statement of Basis for BKK Landfill", dated February 2000, provides information considered in selecting the remedy. EPA's response to all the comments received during the public comment period are included in the "Response to Comments BKK Landfill, West Covina California, CAD067786749 Groundwater Remedy", dated February 2000, which is available in EPA's administrative record for the Facility.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the findings of fact, and after consideration of the Administrative Record, the Director has made the following conclusions of law and determinations:

1. BKK is a "person" within the meaning of Section 1004(15) of RCRA, 42 U.S.C. §6903(15).

2. BKK is the owner or operator of a facility that has operated and is operating under interim status subject to §3005(e) of RCRA, 42 U.S.C. §6925(e).

3. Certain wastes and constituents found at the Facility are hazardous wastes and/or hazardous constituents pursuant to §1004(5) of RCRA, 42 U.S.C. §6903(5), §3001 of RCRA, 42 U.S.C. §6921, 40 CFR Part 261 and Subpart S §264.501, 55 FR 30874 July 27, 1990.

4. There have been and may continue to be releases of hazardous wastes or hazardous constituents into the environment from the Facility.

5. The actions required by this Consent Order are necessary to protect human health and/or the environment.

- Construction Completion Report
- Corrective Measures Completion Report
- Draft and Final Performance Monitoring Plans

The containment area must be defined and the capture zone analysis must be conducted as part of developing the design of the pump and treat system.

3. EPA will review all required CMI documents (except Health and Safety Plan) and notify BKK in writing of EPA's approval or disapproval, including any comments and/or modifications, in accordance with Section VIII: Agency Approval/Submittals/Proposed Contractor/Additional Work.

4. BKK shall complete the construction (drilling, installation and development) and startup of the new perimeter leachate and groundwater extraction wells that are part of the pump and treat system and complete construction of the new groundwater monitoring wells for the Southwest Area within 24 months after approval of the CMIP by EPA. BKK shall complete construction and startup of the ground water extraction wells in the off-site Southeast Area and on-site groundwater and leachate extraction wells in the North Saddle Area within 30 months after CMIP approval by EPA. The Southwest Area, Southeast Area and North Saddle Area are depicted in figure 2 of the EPA Groundwater Remedy Decision Document (Attachment 7 hereto).

C. INSTITUTIONAL CONTROLS

1. Commencing on the effective date of this Consent Order, BKK shall refrain from using the Facility in any manner that would interfere with implementation of remedial measures or adversely affect the integrity or protectiveness of the remedial measures to be implemented pursuant to this Consent Order.

2. BKK shall, within 60 days of the effective date of this Consent Order, submit to EPA for review and approval a draft restrictive covenant that is enforceable under the laws of the State of California. This covenant shall include, but not be limited to, the land/water use prohibitions and requirements listed below.

- A prohibition, pursuant to Article 11 of Chapter 6.5 of the California Health and Safety Code, that the 583 acre Facility shall not be used for residences, hospitals, schools, day-care centers, parks, playgrounds, or any permanently occupied human habitation. For the purposes of this prohibition, a

golf course is neither a park nor a playground.

- ▶ A prohibition that the groundwater directly beneath the BKK closed hazardous waste (Class I) landfill shall not be used as a source of drinking water.
- ▶ A requirement that BKK provide writtten notification to EPA at least 14 days before excavated soils can be removed from "Parcel 3," on which the Class I and Class III landfills are situated, ("Parcel 3" is identified on Attachment 9 hereto, incorporated herein by this reference as if fully set forth). This requirement does not apply to soils transported pursuant to a RCRA hazardous waste manifest to a permitted RCRA Subtitle C facility.
- ▶ A requirement that BKK maintain and monitor the integrity of the cap of the closed Class I landfill and inactive/closing Class III landfill.

BKK shall grant the access rights and the rights to enforce the land/water use restrictions to DTSC. EPA shall be identified in the language of the covenant itself as a third party beneficiary of the land/water use restrictions, with the ability to enforce such restrictions.

BKK shall execute and record in the Recorder's Office of Los Angeles County, State of California, a restrictive covenant, running with the land, acceptable to DTSC and EPA; that provides for the right to enforce the land/water use restrictions listed above, and/or other restrictions that EPA and DTSC determine are necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Order.

Within 15 days of EPA's or DTSC's approval and acceptance of the restrictive covenant, whichever comes later, BKK shall update the title search and, if it is determined that nothing has occurred since the effective date of the commitment or report to affect the title adversely, record the restrictive covenant with the Recorder's Office of Los Angeles County. Within 30 days of recording the restrictive covenant, BKK shall provide EPA and DTSC with acceptable evidence of the final title, and a certified copy of the original recorded restrictive covenant showing the clerk's recording stamps.

3. BKK shall attach a copy of this Consent Order and the EPA Groundwater Remedy Decision Document to any document related to selling, leasing, transferring and/or developing the Facility

property. BKK shall condition all transactions related to selling, leasing, transferring and/or developing the Facility property on compliance with the terms of this Consent Order. If the City of West Covina grants land use entitlements for all or any part of the development of a business park or other commercial development on approximately 100 acres on the western side of the Facility ("Parcel 1") (Parcel 1 is identified on Attachment 8 hereto, incorporated herein by this reference as if fully set forth), BKK or its successor shall not be subject to this Paragraph 3 with respect to sub-lessees of that development. Simultaneously with the submittal of the CMIP, BKK shall submit to EPA for approval a fact sheet summarizing the nature of remedial activities to be carried out pursuant to this Consent Order, the conditions relating to prohibiting interference with BKK's compliance with the terms of this Consent Order and the land/water use restrictions required by this Consent Order (the "Fact Sheet"). Upon its approval by EPA, BKK shall attach a copy of the Fact Sheet to any document related to selling, leasing, transferring and/or developing the Facility property and shall require that the Fact Sheet be provided to any sub-lessees of Parcel 1. Upon its approval by EPA, the Fact Sheet may be provided to any lessee of all or any portion of Parcel 1 in lieu of this Consent Order and the Groundwater Remedy Decision Document.

4. BKK shall condition all transactions related to selling, leasing, transferring and/or developing the Facility property on not interfering with BKK's compliance with the terms of this Consent Order.

5. Nothing in this subsection C. shall be interpreted as: (1) limiting EPA's authority to require BKK to take any action with respect to soils at the Facility in accordance with the March 31, 1989 RCRA 3008(h) Administrative Order on Consent, U.S. EPA Docket No. RCRA -09-89-0019, or in accordance with any other applicable authorities; or (2) relieving BKK of its obligations to comply with RCRA or any other applicable environmental requirements.

D. FINANCIAL ASSURANCE

1. Financial Assurance for Operation, Monitoring and Maintenance

BKK shall establish a financial assurance mechanism for the entire amount needed for operation, monitoring and maintenance ("OMM") unless BKK can make a demonstration to EPA's satisfaction in accordance with the provisions of this Section VII.D. EPA has previously stated, in a March 30, 2000 letter to BKK, that "...BKK will have an opportunity to provide EPA with a cost

3 PARCELS
583.21 ACRES

SHEET 1 OF 8 SHEETS

PARCEL MAP NO. 24585

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF RANCHO LA PUENTE, A PORTION OF SAID
RANCHO DESIGNATED AS "LOT NO. 1, 1769.46AC" AS SHOWN ON MAP RECORDED IN
BOOK 1260 PAGE 163, OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF
THE COUNTY OF LOS ANGELES.

HUITT-ZOLIARS

SUBDIVIDER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE SUBDIVIDER OF THE LANDS INCLUDED WITHIN
THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND
WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

B.K.K. CO., A CALIFORNIA CORPORATION, SUBDIVIDER.

BY: Ben K. Kazarian Jr. BY: Kris L. Kazarian
BEN K. KAZARIAN, JR. KRIS L. KAZARIAN
(PRINT NAME) (PRINT NAME)
CHIEF EXECUTIVE OFFICER TREASURER
(PRINT TITLE) (PRINT TITLE)

RECORD OWNER IS: B.K.K. CO., A CALIFORNIA CORPORATION

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD
SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND
LOCAL ORDINANCE AT THE REQUEST OF ALAN TUNILAND ON APRIL 5, 2000. I HEREBY
STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR
CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, THAT THE FOUND MONUMENTS OF THE
CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE; THAT SAID MONUMENTS
ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



James L. Garvin
JAMES L. GARVIN, L.S. 6343
MY REGISTRATION EXPIRES 12/31/02

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN C.O.R.S. STATIONS
"LONG" AND "CLAR" BEING N89°37'16"W AS DERIVED FROM DATA AS SHOWN ON RECORD
OF SURVEY 96-1054, R.S.B. 744/1-16, RECORDS OF ORANGE COUNTY, CALIFORNIA.

DATUM STATEMENT:

COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, BASED
ON NATIONAL GEODETIC SURVEY VALUES FOR NAD 83, EPOCH 1995.5 PER RECORD OF
SURVEY 96-1054, R.S.B. 744/1-16, RECORDS OF ORANGE COUNTY, CALIFORNIA.

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS
SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF;
THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF WEST COVINA
APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED
WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH
RESPECT TO CITY RECORDS.

DATE: _____ BY: _____
CITY ENGINEER
RCE NO. 51693 EXP. 6/30/02

STATE OF California)
COUNTY OF Los Angeles)

ON THIS 16 DAY OF February, 2001, BEFORE ME,
Ann Stark, A NOTARY PUBLIC IN AND FOR SAID STATE,
PERSONALLY APPEARED Ben K. Kazarian Jr. AND
Kris L. Kazarian, PERSONALLY KNOWN TO ME OR PROVED TO ME
ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES
ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR
SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF
OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: MY COMMISSION EXPIRES 7/16/01
Ann Stark
NOTARY PUBLIC IN AND FOR SAID STATE IS IN Los Angeles COUNTY.
Ann Stark
PRINT NAME

COUNTY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT COMPLIES WITH ALL
PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE
MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL
RESPECTS NOT CERTIFIED TO BY THE CITY ENGINEER.

DATE: _____ BY: _____
DEPUTY COUNTY ENGINEER
RCE NO. _____ EXP. _____

SPECIAL ASSESSMENT CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF
THE CITY OF WEST COVINA, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR
ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

CITY TREASURER OF THE CITY OF WEST COVINA _____ DATE _____

CITY COUNCIL CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF WEST COVINA AT A MEETING
HELD ON _____, APPROVED THE ATTACHED MAP.

CITY CLERK OF THE CITY OF WEST COVINA _____ DATE _____

BOUNDARY LEGEND

_____ INDICATES THE BOUNDARY
OF THE LAND BEING SUBDIVIDED BY THIS MAP.

PARCEL MAP NO. 24585

SHEET 2 OF 8 SHEETS

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

HUITT-ZOLIARS

EASEMENT NOTES:

- (A) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 7/28/86 AS INSTRUMENT NO. 86-948720, O.R.
 - (B) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 4/10/86 AS INSTRUMENT NO. 86-444204, O.R.
 - (C) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA GAS COMPANY PER DOCUMENT RECORDED 5/13/86 AS INSTRUMENT NO. 86-593404, O.R.
 - (D) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 10/21/83 AS INSTRUMENT NO. 83-1246439, O.R.
 - (E) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 2/25/82 AS INSTRUMENT NO. 82-201605, O.R.
 - (F) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 12/19/75 AS INSTRUMENT NO. 3553, O.R.
 - (G) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 10/30/79 AS INSTRUMENT NO. 79-1218678, O.R.
 - (H) AN EASEMENT FOR STREET AND HIGHWAY PURPOSES OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 8/6/65 AS INSTRUMENT NO. 3399, IN BOOK D-3007 PAGE 251, O.R.
 - (I) AN EASEMENT FOR STORM DRAIN, SLOPE, INGRESS AND EGRESS OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 8/6/65 AS INSTRUMENT NO. 3399, IN BOOK D-3007 PAGE 251, O.R.
 - (J) AN EASEMENT FOR STORM DRAIN, SLOPE, INGRESS AND EGRESS PURPOSES OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 11/8/65 AS INSTRUMENT NO. 3376 IN BOOK D-3108 PAGE 810, O.R.
 - (K) AN EASEMENT FOR UTILITY PURPOSES OF GENERAL TELEPHONE COMPANY OF CALIFORNIA PER DOCUMENT RECORDED 3/8/66 AS INSTRUMENT NO. 2562 IN BOOK D-3230 PAGE 192, O.R.
 - (L) AN EASEMENT FOR SLOPE, INGRESS AND EGRESS PURPOSES OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 12/19/66 AS INSTRUMENT NO. 1394 IN BOOK D-3510 PAGE 316, O.R.
- AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED AS INSTRUMENT NO. 92-1656736, O.R. SAID EASEMENT IS INDETERMINATE IN NATURE.
- AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED AS INSTRUMENT NO. 92-1656737, O.R. SAID EASEMENT IS INDETERMINATE IN NATURE.
- MINNESOTA METHANE LLC, A WYOMING LIMITED LIABILITY COMPANY, GROUND LEASE HEREIN PER INSTRUMENT NO. 96-2069804, O.R. ; RECORDED 12/23/96

MONUMENT NOTES:

- INDICATES FOUND MONUMENT AS NOTED.
- ▲ INDICATES FOUND SPIKE AND WASHER STAMPED "RCE 16362" PER TRACT NO. 32281, M.B. 907/29-32.
- INDICATES LOCATION OF 2" I.P. TAGGED "PLS 6343" TO BE SET WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS.

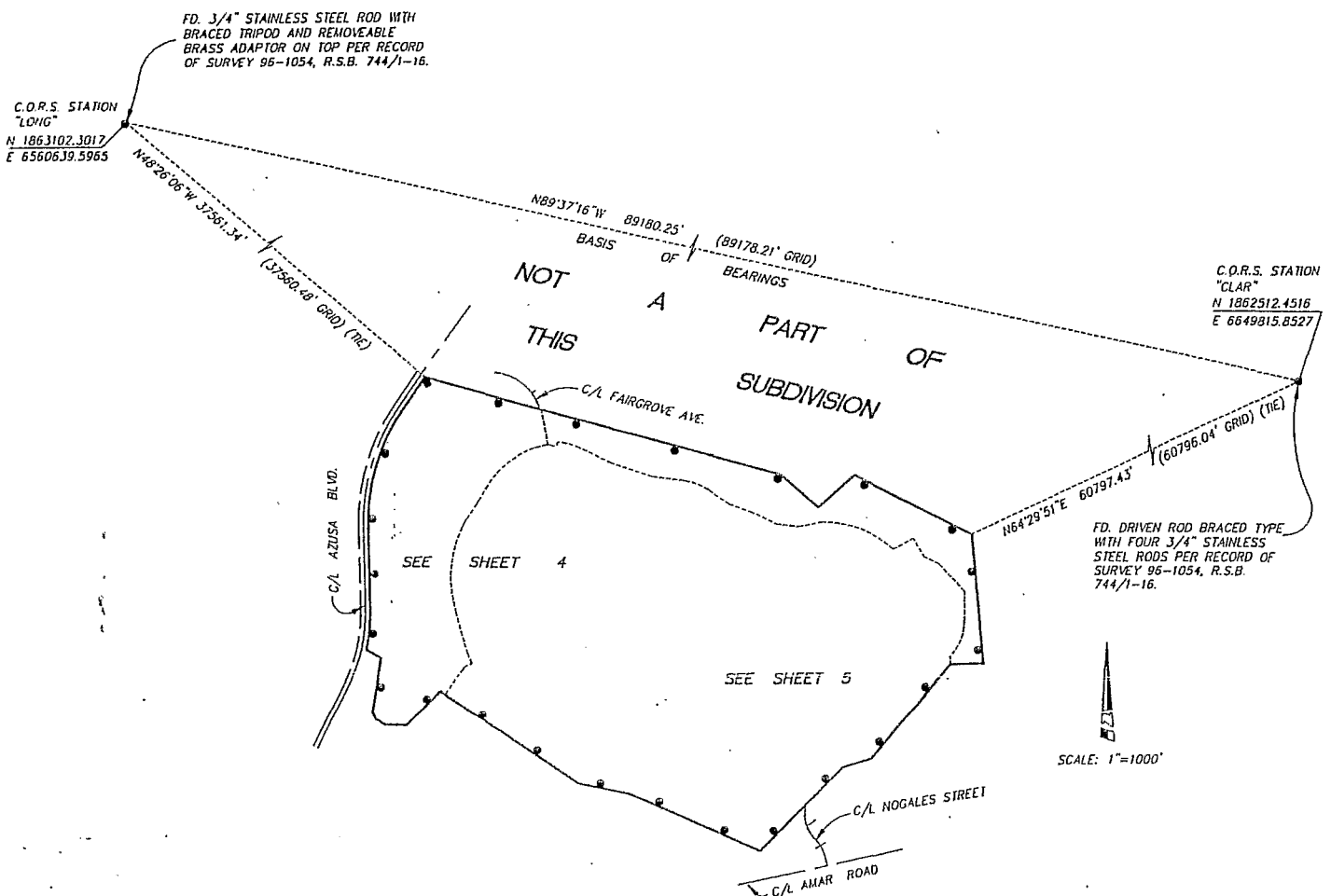
SURVEYORS NOTES:

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED.
TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.99997708.

(C.O.R.S.) CALIFORNIA CONTINUOUSLY OPERATING REFERENCE STATION.

BASIS OF BEARINGS:

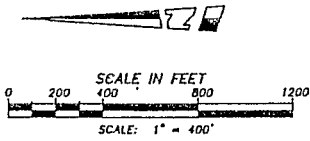
BASIS OF BEARINGS FOR THIS MAP WERE TAKEN BETWEEN (C.O.R.S. STATIONS "LONG" AND "CLAR" AS SHOWN ON R.S. 96-1054 FILED IN BOOK 160, PAGES 1 THROUGH 16 OF RECORD OF SURVEY; RECORDS OF ORANGE COUNTY.



BASIS OF BEARINGS AND SHEET INDEX MAP

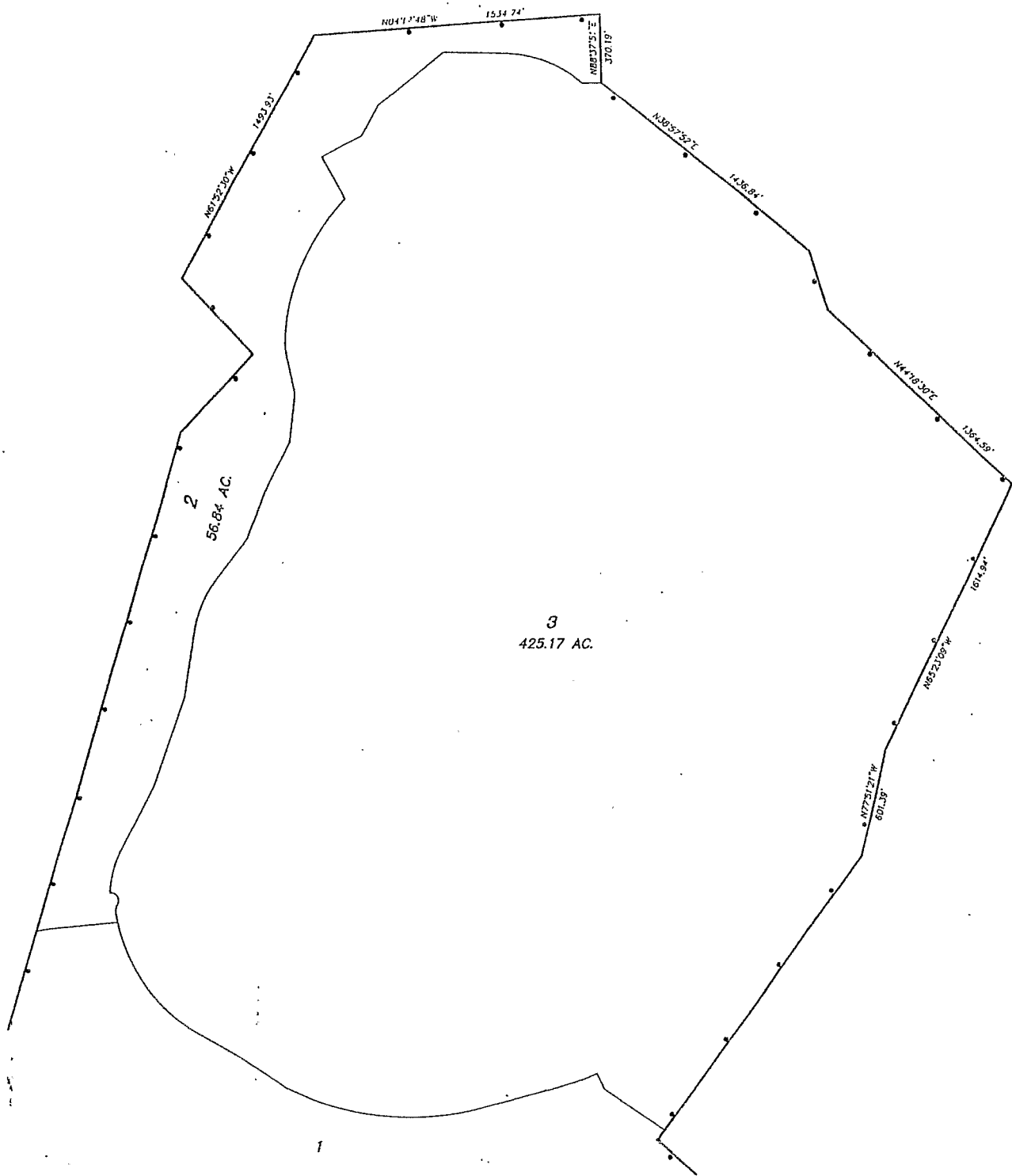
PARCEL MAP NO. 24585

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



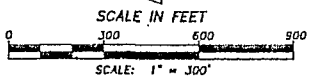
FOR DETAIL OF PARCELS 2 AND 3
SEE SHEETS 4 AND 5

NOTES:
SEE SHEET 2 FOR MONUMENT NOTES, EASEMENT NOTES,
BASIS OF BEARINGS AND SHEET INDEX MAP.
SEE SHEETS 4 AND 5 FOR DETAIL OF PARCELS 2 AND 3
SEE SHEETS 6, 7 AND 8 FOR ADDITIONAL EASEMENTS AND/OR
EASEMENT DIMENSIONING.



PARCEL MAP NO. 24585

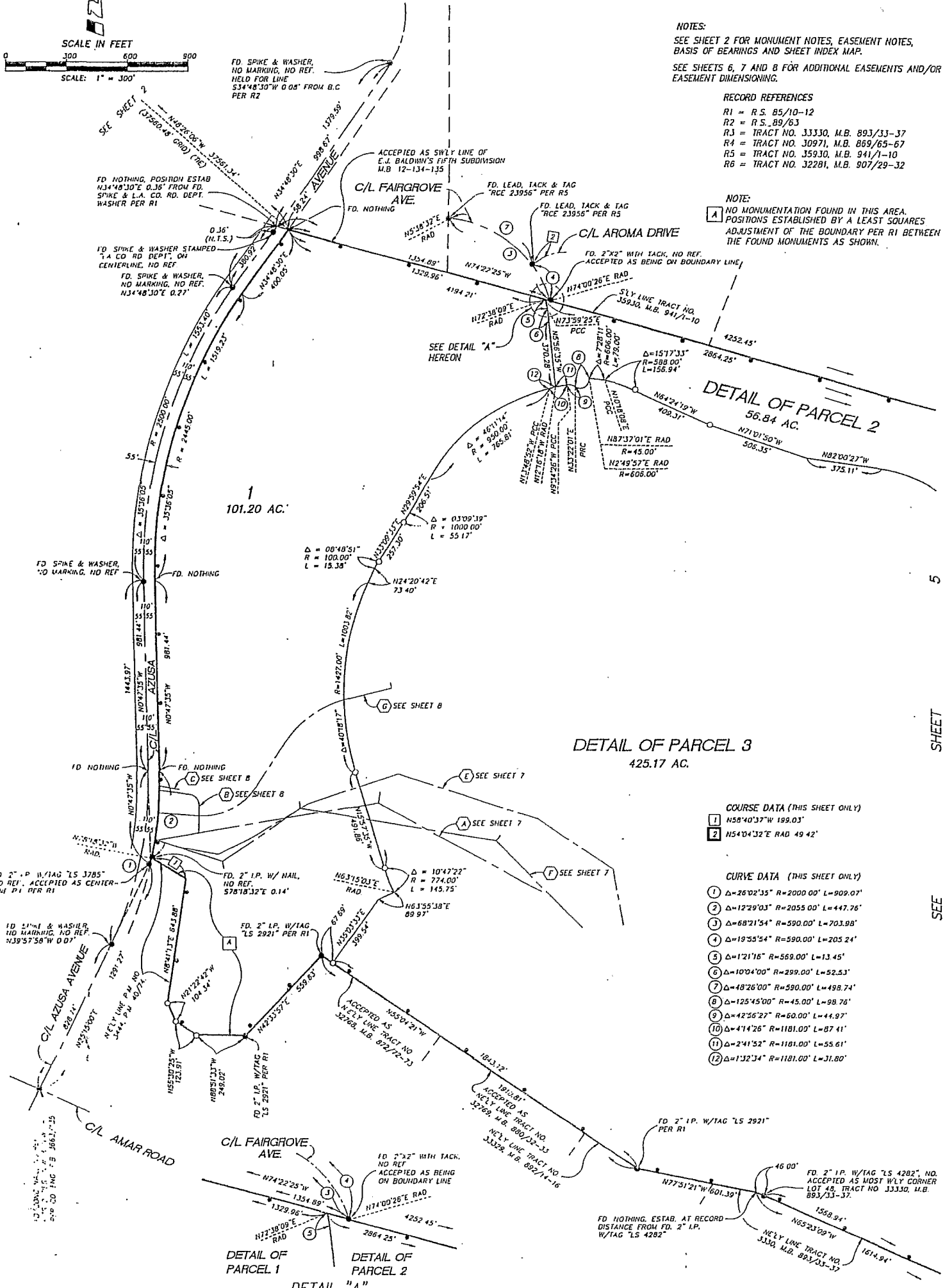
IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



NOTES:
SEE SHEET 2 FOR MONUMENT NOTES, EASEMENT NOTES, BASIS OF BEARINGS AND SHEET INDEX MAP.
SEE SHEETS 6, 7 AND 8 FOR ADDITIONAL EASEMENTS AND/OR EASEMENT DIMENSIONING.

RECORD REFERENCES
R1 = R.S. 85/10-12
R2 = R.S. 89/63
R3 = TRACT NO. 33330, M.B. 893/33-37
R4 = TRACT NO. 30971, M.B. 869/65-67
R5 = TRACT NO. 35930, M.B. 941/1-10
R6 = TRACT NO. 32281, M.B. 907/29-32

NOTE:
[A] NO MONUMENTATION FOUND IN THIS AREA. POSITIONS ESTABLISHED BY A LEAST SQUARES ADJUSTMENT OF THE BOUNDARY PER R1 BETWEEN THE FOUND MONUMENTS AS SHOWN.



COURSE DATA (THIS SHEET ONLY)
1 N58°40'37"W 199.03'
2 N54°04'32"E RAD 49.42'

CURVE DATA (THIS SHEET ONLY)
1 Δ=26°02'35" R=2000.00' L=909.07'
2 Δ=12°29'03" R=2055.00' L=447.76'
3 Δ=68°21'54" R=590.00' L=703.98'
4 Δ=19°55'54" R=590.00' L=205.24'
5 Δ=12°11'16" R=569.00' L=13.45'
6 Δ=10°04'00" R=299.00' L=52.53'
7 Δ=48°26'00" R=590.00' L=498.74'
8 Δ=125°45'00" R=45.00' L=98.76'
9 Δ=42°56'27" R=60.00' L=44.97'
10 Δ=41°42'26" R=1181.00' L=87.41'
11 Δ=2°41'52" R=1181.00' L=55.61'
12 Δ=1°32'34" R=1181.00' L=31.80'

SHEET
SEE

PARCEL MAP NO. 24585

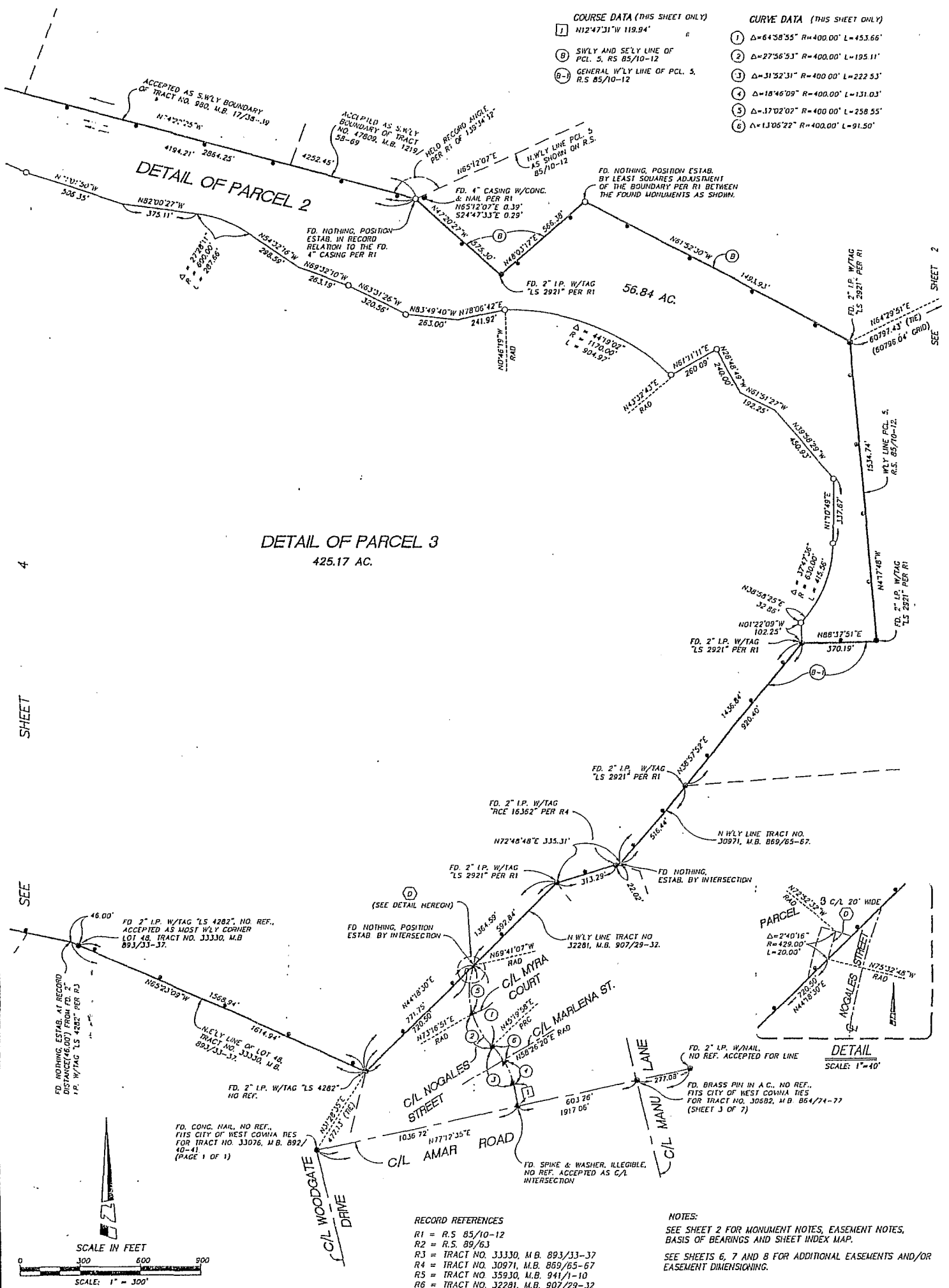
IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

COURSE DATA (THIS SHEET ONLY)

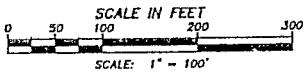
- 1 N12°47'31"W 119.94'
- 2 SWLY AND SE'LY LINE OF PCL. 5, RS 85/10-12
- 3 GENERAL W'LY LINE OF PCL. 5, RS 85/10-12

CURVE DATA (THIS SHEET ONLY)

- 1 $\Delta=64^{\circ}38'55''$ R=400.00' L=453.66'
- 2 $\Delta=27^{\circ}56'53''$ R=400.00' L=195.11'
- 3 $\Delta=31^{\circ}52'31''$ R=400.00' L=222.53'
- 4 $\Delta=18^{\circ}46'09''$ R=400.00' L=131.03'
- 5 $\Delta=37^{\circ}02'07''$ R=400.00' L=258.55'
- 6 $\Delta=13^{\circ}06'22''$ R=400.00' L=91.50'

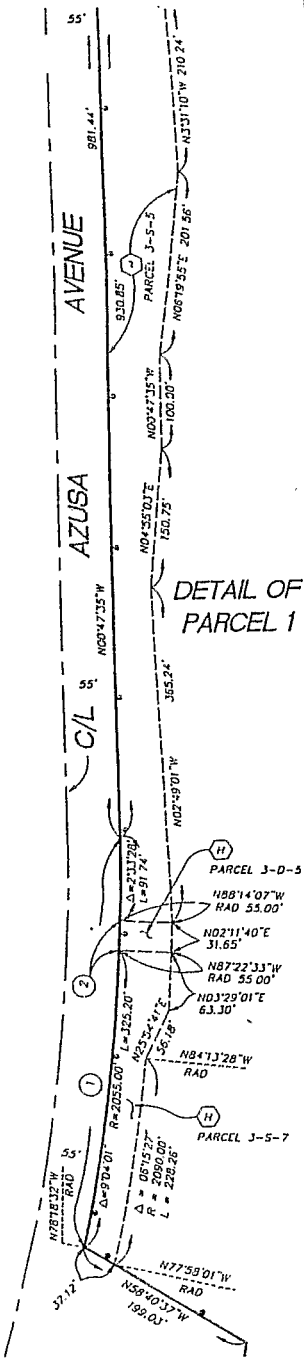
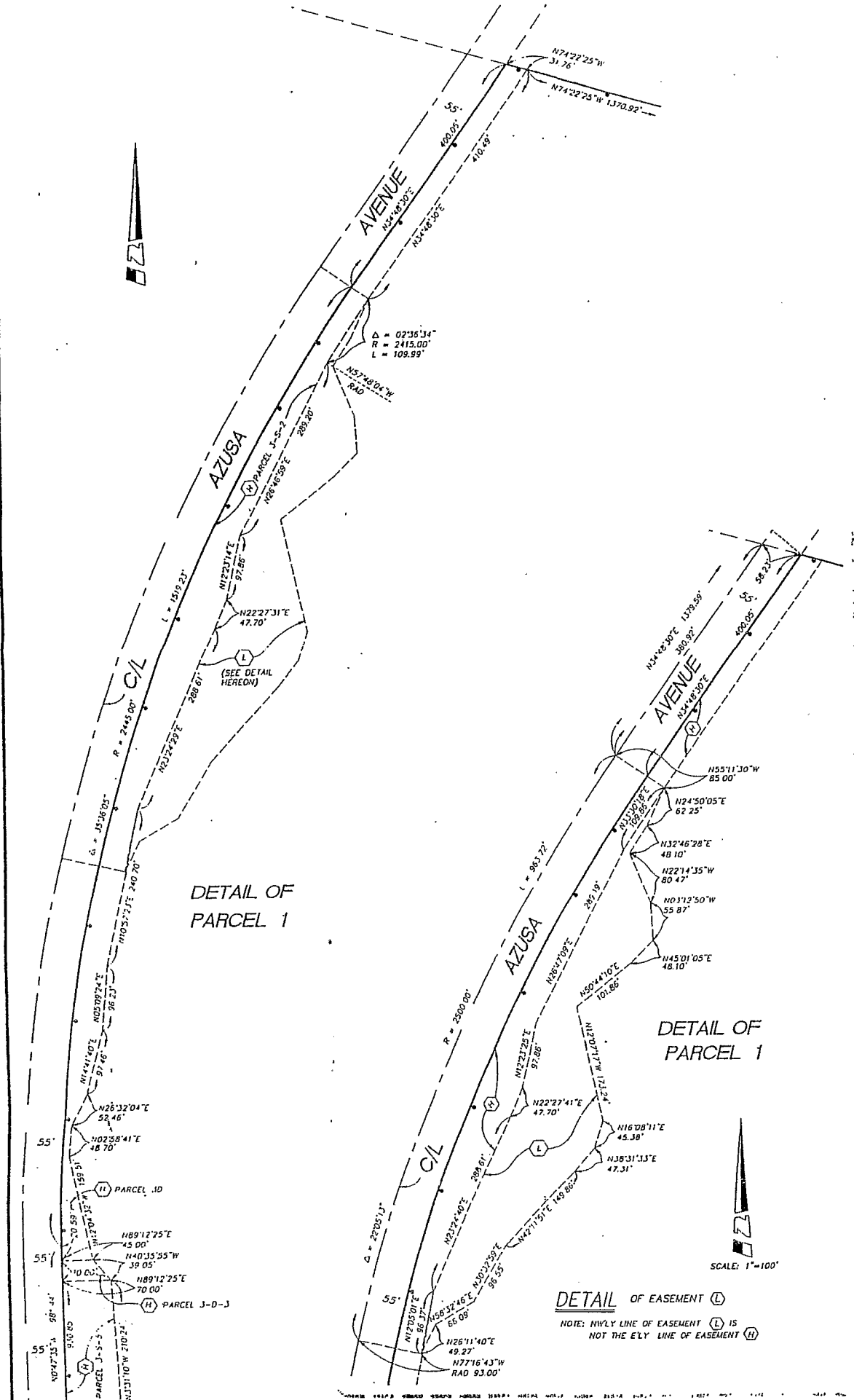


PARCEL MAP NO. 24585
IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



EASEMENT MAP

SEE BELOW LEFT



- CURVE DATA: (THIS SHEET ONLY)
- ① $\Delta = 12'29.03''$ $R = 2055.00'$ $L = 447.76'$
 - ② $\Delta = 0'51.34''$ $R = 2055.00'$ $L = 30.83'$

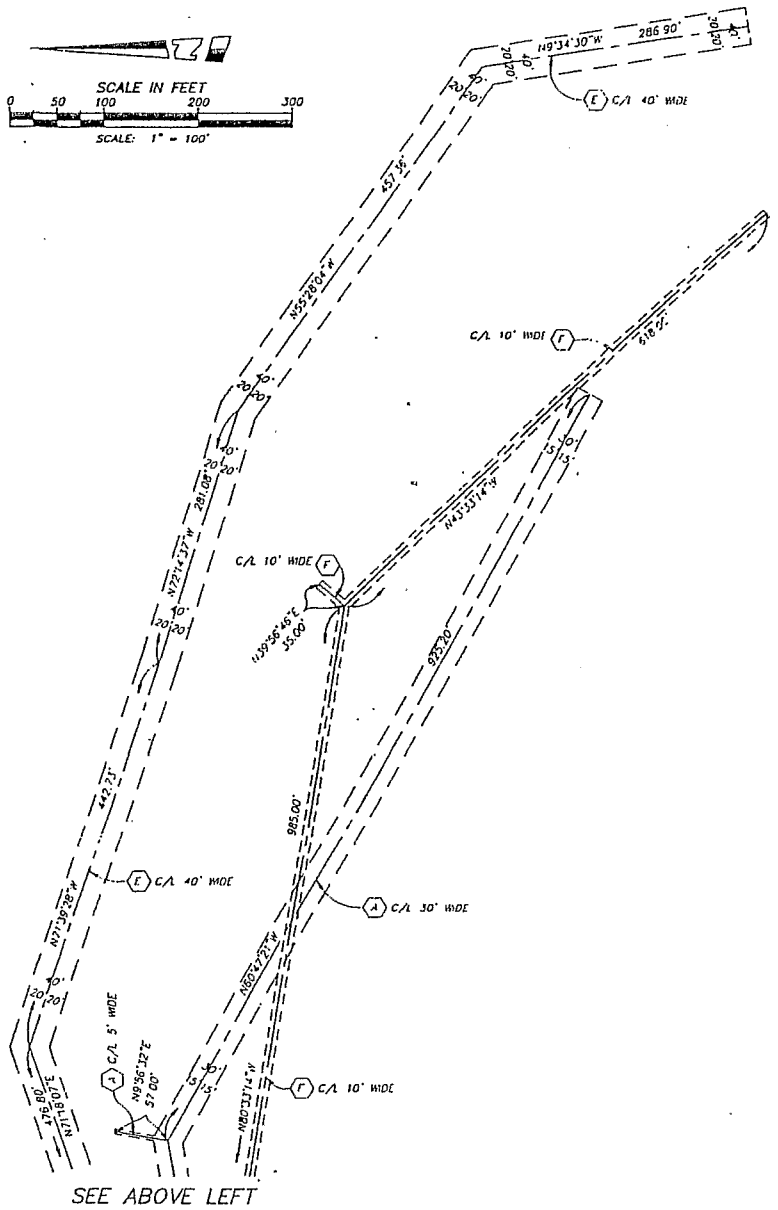
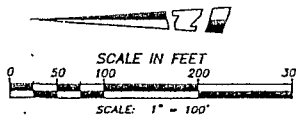
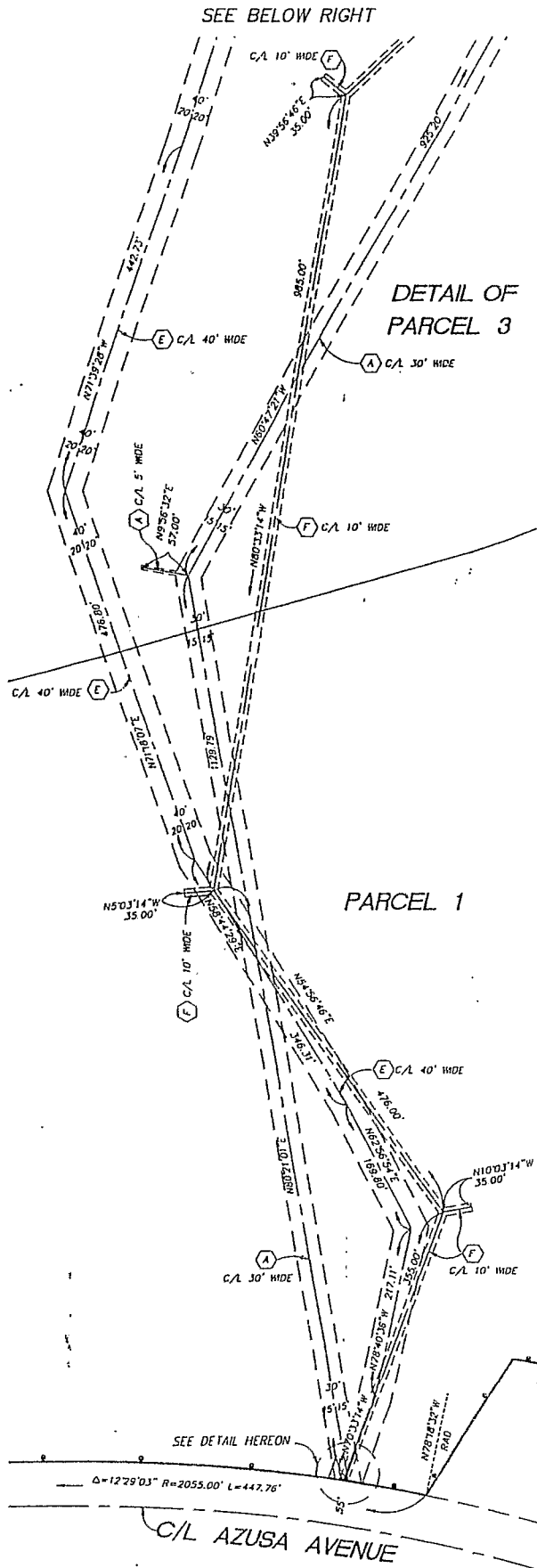
DETAIL OF EASEMENT (L)
NOTE: NEWLY LINE OF EASEMENT (L) IS
NOT THE ELY LINE OF EASEMENT (H)

SEE ABOVE RIGHT

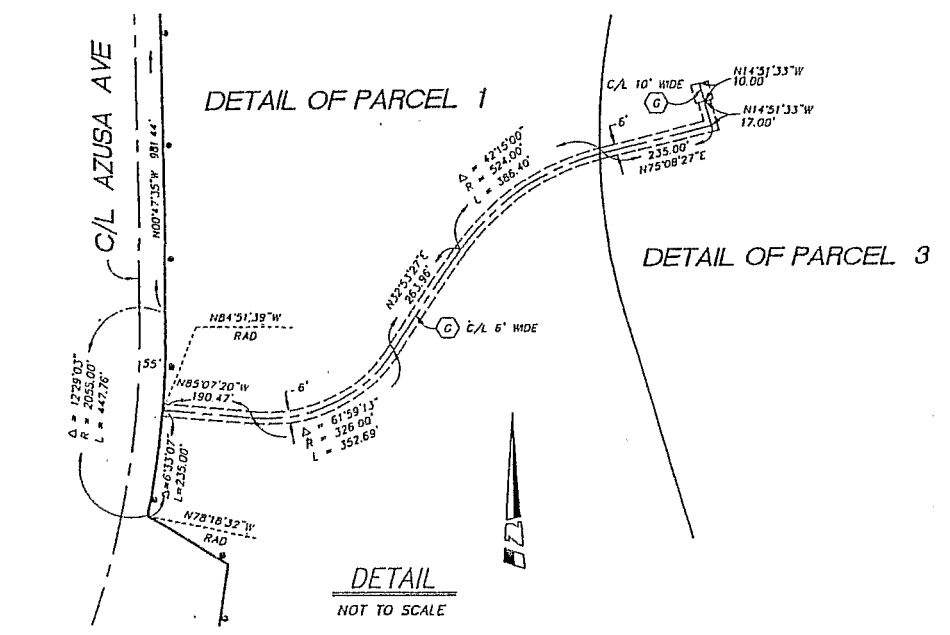
PARCEL MAP NO. 24585
IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

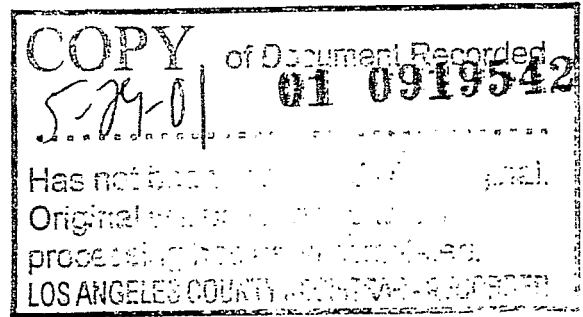
SHEET 7 OF 8 SHEETS

EASEMENT MAP



EASEMENT MAP





RECORDING REQUESTED BY:

BKK Corporation
2210 So. Azusa Ave.
West Covina, CA 91792

WHEN RECORDED MAIL TO:

Department of Toxic Substances Control
P.O. Box 806
Sacramento, CA 95814
Attn: Deputy Director, Hazardous
Waste Management Division

City of West Covina
1444 West Garvey Avenue
West Covina, CA 91793

(Space above this line for Recorder's use)

**ENVIRONMENTAL RESTRICTION
COVENANT AND AGREEMENT
TO RESTRICT USE OF PROPERTY (Parcel 2)**

This Covenant and Agreement and Environmental Restriction ("Covenant") is made as of the 17 day of April, 2001 by BKK Corporation ("Covenantor") (owner of record of certain property situated in Los Angeles County, State of California), by the City of West Covina (the "City"), and the Department of Toxic Substances Control ("DTSC"):

RECITALS

- A. Covenantor is the owner of record of certain property situated in Los Angeles County, State of California which property, for the purposes of development, is being divided by Covenantor into three separate parcels, subject to approval by City and further subject to the separate covenants and agreements to restrict the use of each parcel executed by Covenantor, the City, and DTSC. This Covenant is applicable to that certain property of Covenantor described as "Parcel 2" in Ex. "A-1" attached hereto and incorporated herein by reference. Parcel 2 consists of 56.84 acres. Parcel 2 is adjacent to and generally to the north of Parcel 3, portions of which contain the former Class I hazardous waste disposal landfill ("Class I Landfill" as defined herein) and Class III solid waste disposal landfill ("Class III Landfill" as defined herein). The Class I and Class III Landfills are subject to various statutory and regulatory requirements. The Site ("Site" as defined herein), of which Parcels 2 and 3 are a part, is subject to Corrective Action

("Corrective Action" as defined herein), post-closure requirements, and will be subject to the Post-Closure Permit ("Post-Closure Permit" as defined herein). Parcel 2 has not been used for the management or disposal of solid or hazardous waste. A more detailed factual background of the Site is set forth in Section IV of the Order ("Order" as defined herein), a copy of which is attached hereto as Exhibit "A-3".

- B. Covenantor intends to restrict the use of the Class I Landfill for long-term facility maintenance purposes and other uses that are not in conflict with this Covenant and that are in accordance with applicable closure and post-closure requirements, and to restrict the use of the rest of Parcel 3, including the Class III Landfill, to long-term facility maintenance purposes, including but not limited to Administration facilities, landfill gas management and energy generation and leachate control, recreational uses including but not limited to a golf course and related infrastructure in accordance with applicable closure and post-closure plans and requirements, and other uses as approved by the City and consistent with this Covenant.
- C. In order to ensure continued protection of present and future public health and safety with respect to the disposal of solid and hazardous waste in the Class I Landfill and any solid waste in the Class III Landfill, Covenantor desires and intends to restrict the use of Parcel 2 to commercial, industrial and recreational uses, including but not limited to a golf course or courses and ancillary facilities such as a clubhouse. However, nothing in this Covenant constitutes a finding or admission of harm or liability to persons or property located on or off Parcel 2, in the past, present or future.

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 Applicable Regulatory Agency. "Applicable Regulatory Agency" shall mean the regulatory agency or agencies with jurisdiction over the activity and area in question, independent of the provisions of this Covenant, which regulatory agency or agencies may include, depending on the activity and area at issue, the City, the Local Enforcement Agency, DTSC, EPA, the Regional Water Quality Control Board, and the CIWMB. This provision is not intended to expand the jurisdiction of any regulatory agency beyond its statutory authority.

1.2 City. "City" shall mean the City of West Covina and its successor agencies, if any.

1.3 CIWMB. "CIWMB" shall mean the California Integrated Waste Management Board and its successor agencies, if any.

1.4 Class I Landfill. "Class I Landfill" shall mean that portion of Parcel 3 owned by Covenantor which was the site of the hazardous waste disposal units owned by Covenantor. A map of the Site showing the location of the Class I Landfill is attached hereto and incorporated herein as Exhibit "A-2".

1.5 Class III Landfill. "Class III Landfill" shall mean that portion of Parcel 3 owned by Covenantor which was the site of solid waste management units owned by Covenantor. The location of the Class III Landfill is shown on the map attached hereto as Exhibit "A-2."

1.6 Corrective Action. "Corrective Action" means the investigative and remedial activities required pursuant to RCRA and the HWCA, and further required by applicable regulations of EPA and DTSC.

1.7 DTSC. "DTSC" shall mean the California Environmental Protection Agency, Department of Toxic Substances Control and its successor agencies, if any.

1.8 EPA. "EPA" means the United States Environmental Protection Agency and its successor agencies, if any.

1.9 HWCA. "HWCA" means the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.

1.10 Improvements. "Improvements" shall include but not be limited to all buildings, roads, driveways, walkways, regradings, parking and paving of any kind or nature constructed or placed upon any portion of Parcel 2.

1.11 Occupants. "Occupants" shall mean those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to occupy any portion of Parcel 2.

1.12 Order. "Order" shall mean the Administrative Order on Consent entered into by Covenantor and EPA on September 14, 2000 (Docket No. RCRA-9-2000-0003). Copies of Sections IV and VII(c)(2) of the Order are attached hereto and incorporated herein as Exhibit "A-3."

1.13 Owner. "Owner" shall mean any person or entity that holds title to all or any portion of Parcel 2, or any person or entity which has hereafter acquired any interest whatsoever, whether present or future, joint or individual, possessory or nonpossessory, legal or equitable and whether acquired by conveyance or by operation of law, except that a holder of a security interest shall not be deemed an "Owner" until such security interest has been fully perfected by foreclosure or by voluntary acceptance of the fee interest.

1.14 Parcel 1. "Parcel 1" consists of 101.198 acres to the west of and adjacent to Parcel 3, which Parcel 3 contains the Class I and Class III Landfills. A portion of Parcel 1 is adjacent to Azusa Avenue. A legal description of Parcel 1 is contained in the parcel map that is attached as Ex. A-1 to this Covenant and is incorporated herein by reference.

1.15 Parcel 2. "Parcel 2" consists of 56.84 acres to the north of Parcel 3, which Parcel 3 contains the Class I and Class III Landfills. A legal description of Parcel 2 is contained in the parcel map attached hereto as Ex. A-1.

1.16 Parcel 3. "Parcel 3" consists of 425.172 acres, and contains the Class I Landfill used for the disposal of hazardous and solid waste and the Class III Landfill used for the disposal of solid waste. A legal description of Parcel 3 is contained in the parcel map attached hereto as Ex. A.

1.17 Post-Closure Permit. "Post-Closure Permit" shall mean the pending Hazardous Waste Facility Post-Closure Permit that will be issued by DTSC and that will set forth post-closure requirements applicable to the Site. A draft of the Post-Closure Permit was made available for public comment by DTSC on November 15, 1999.

1.18 Regional Administrator. "Regional Administrator" shall mean the Regional Administrator for Region IX of the EPA and shall include its successor agencies, if any.

1.19 RCRA. "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.

1.20 Site. "Site" means the former larger parcel, consisting of the sum of Parcels 1, 2, and 3.

2. GENERAL PROVISIONS

2.1 Provisions to Run With the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions") upon and subject to which the Parcel 2 and every part thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and all of the Restrictions shall run with the land, shall inure to the benefit of and pass with each and every portion of Parcel 2, and shall apply to and bind the respective successors in interest thereof. Each and all of the Restrictions are imposed upon the entire Parcel 2, except as otherwise stated. Each and all of the Restrictions are for the benefit of and enforceable by the City, upon a determination of a violation by an Applicable Regulatory Agency. Each and all of the Restrictions is also for the benefit of Parcels 1 and 3, which otherwise would not be created or developed. Each and all of the Restrictions run with the land pursuant to Section 1471 of the California Civil Code and any other applicable authority. Covenantor and DTSC enter into this Covenant pursuant

to Section 25202.5 of the California Health and Safety Code. The parties intend that EPA be a third party beneficiary of this Covenant with respect to matters within EPA's jurisdiction, and that DTSC and EPA also have the ability to enforce the "Restrictions on Use" imposed under Sections 3.1 and 3.1.1 of this Covenant relating to human health or the environment, which are for their benefit.

2.2 Binding Upon Owners/Occupants. Pursuant to California Health and Safety Code Section 25202.5(b) and California Civil Code Section 1471(b), all purchasers, lessees, or Owners of any portion of the Parcel 2 shall be bound by this Covenant and agree for and among themselves, their heirs, successors, and assignees and the agents, employees, and lessees of such parties that their interest in Parcel 2 shall be subject to the Restrictions contained herein.

2.3 Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference by Covenantor and Owner/Occupants in each and all deeds, leases, subleases, licenses, and rental agreements for any portion of Parcel 2 pursuant to Sections 1468, 1469, and 1470 of the California Civil Code, as applicable, including an express acknowledgment by each purchaser, lessee, or possessor that they bind themselves, their heirs, successors and assignees, and the agents, employees, and lessees of such parties to the Restrictions contained herein.

2.4. Notwithstanding any other provision of this Covenant, to the extent any future modification of or changes to the "Restrictions on Use" imposed under Section 3.1 and 3.1.1 of this Covenant would be inconsistent with the requirements set forth in Section VII(c)(2) of the Order, prior approval of such modifications/changes must be obtained from EPA.

3. DEVELOPMENT, USE, AND CONVEYANCE OF THE PROPERTY

3.1 Restrictions on Use. The restrictions on use set forth in Section 3.1(a) are based on the statutory prohibitions contained in Section 25232 of the Health and Safety Code and the administrative record for EPA's groundwater remedy decision and are not based on any health risk assessment that indicates a specific risk on this Parcel to adults or children. It is the intent of the Owner, Covenantor, the City and DTSC that these specific deed restrictions may be amended in the future pursuant to the processes set forth in Section 25202.6 of the California Health and Safety Code. Owner and Covenantor promises to restrict the use of Parcel 1 as follows:

(a) Owner shall not initiate any construction or placement of a building or structure on Parcel 2 which is intended for use as any of the following, or allow the new use of any existing structure for the purpose of serving as any of the following:

(1) A residence, including any mobile home or factory built housing constructed or installed for use as permanently occupied human habitation;

- (2) A hospital for humans;
- (3) A school for persons under 21 years of age;
- (4) A day care center for children;
- (5) Any permanently occupied human habitation; or
- (6) A park or playground, provided that a golf course shall not be considered to be a park or playground.

(b) Groundwater beneath Parcel 2 shall not be used as a source of drinking water unless it meets applicable regulatory standards.

(c) The prohibition of uses in subdivision (a) of this section 3.1 shall not be construed to limit the authority of the City to require approval for any other land use on Parcel 2 not specified in subsection (a) above.

(d) Pursuant to the HWCA, Title 22 of the California Code of Regulations ("CCR"), RCRA, and Title 40 of the Code of Federal Regulations ("CFR"), Owner promises that no use on the Parcel 2 shall be allowed to disturb the integrity or interfere with the operation of the closed Class I Landfill final cover, liner(s), or other components of any hazardous waste containment system, including but not limited to the landfill gas collection system, or the function of any hazardous waste monitoring system, or interfere with any other Corrective Action or post-closure requirement, including the Post-Closure Permit, to the extent such requirements remain in effect, unless the Applicable Regulatory Agency finds that the disturbance or interference:

(1) Is necessary to the proposed use of Parcel 2 and will not increase the potential hazard to human health or the environment;

(2) Is necessary to reduce a threat to human health or the environment; or

(3) Is otherwise necessary to achieve compliance with environmental requirements of an Applicable Regulatory Agency. (If DTSC is the Applicable Regulatory Agency, pursuant to Title 22, CCR, Section 66264.117, DTSC may not approve disturbance or interference with the Class I Landfill unless DTSC makes Finding (1) or (2) above.)

(e) Pursuant to Title 27 of the CCR, Owner promises that no use of Parcel 2 shall be allowed to disturb the integrity or interfere with the provisions of the Class III Landfill Closure Plan or Post-Closure Plan approved by the CIWMB or with the operation of measures contained therein, to the extent such documents remain in effect, unless the Applicable Regulatory Agency approves such an activity.

(f) An Applicable Regulatory Agency, or any person or entity designated by an Applicable Regulatory Agency as requiring access to carry out the purposes of this Covenant or to comply with or enforce applicable statutory and regulatory requirements (including Covenantor), shall have reasonable right of entry and access to Parcel 2, at reasonable times and with reasonable notice (provided such requirements shall not be interpreted to limit the statutory and regulatory authority of any Applicable Regulatory Agency), for inspection, monitoring, maintenance and any other activities consistent with the purposes of this Covenant or otherwise necessary to comply with or enforce applicable statutory and regulatory requirements, provided that, in exercising its rights under this grant of easement, the Applicable Regulatory Agency (or designated entity or person) shall comply with any statutory or regulatory limitations or requirements relating to such entry and shall use its best efforts to minimize disturbance to the Occupants and Improvements on Parcel 2 in accordance with sound and customary environmental management practices. Consistent with that reasonable right of entry and access, Owner hereby grants, and use of Parcel 2 shall be subject to, an easement in favor of an Applicable Regulatory Agency, or any person or entity designated by an Applicable Regulatory Agency as requiring access to carry out the purpose of this Covenant or to comply with or enforce applicable statutory and regulatory requirements (including Covenantor), to enter the property at reasonable times and with reasonable notice (provided such requirements shall not be interpreted to limit the statutory and regulatory authority of any Applicable Regulatory Agency), for inspection, monitoring, and maintenance, and to perform any other activities consistent with the purposes of this Covenant or otherwise necessary to comply with or enforce applicable statutory and regulatory requirements, provided that, in exercising its rights under this grant of easement, the Applicable Regulatory Agency (or designated entity or person) shall comply with any statutory or regulatory limitations or requirements relating to such entry and shall use its best efforts to minimize disturbance to the Occupants and Improvements on Parcel 2, in accordance with sound and customary environmental management practices. This easement shall not limit the uses of Parcel 2 or Improvements thereon that are consistent with this Covenant.

(g) Owner shall not grant, sell, transfer, or otherwise convey any land or interest in Parcel 2, or any part thereof, in such a manner as to cause or result in impairment of, or interference with, any requirement or obligation regarding the Class I Landfill or Class III Landfill, the Post-Closure Permit, or any other required Corrective Action, to the extent such requirements remain in effect.

(h) Owner shall provide notice to the City and to DTSC within five (5) days after any conveyance or transfer of any ownership interest in the Parcel 2 (excluding mortgagees, liens, and non possessory encumbrances) to a third person. The provision of notice under this section shall not, by reason of this section, give the City or DTSC the authority to approve, disapprove, or otherwise affect any use, subdivision, lease, sale, or other conveyance of Parcel 2, or any part thereof, except as otherwise provided by applicable laws, regulations, permits, and orders or this Covenant. This section shall not

be construed to impair any authority over land use that the City may otherwise possess. Nothing in this section shall relieve Owner of its obligation to comply with applicable laws, regulations, permits, and orders.

3.1.1 Notwithstanding the subdivision of Parcel 2 or the sale of any or all parcels created thereby, to the extent required by applicable laws, regulations, permits or orders, Covenantor shall be responsible for maintaining the caps on the Class I and Class III Landfills and for any and all Corrective Action on the Site, as well as compliance with any and all applicable statutory and regulatory requirements regarding the Class I and Class III Landfills that are located on Parcel 3. The obligations of Covenantor hereunder shall not affect or limit the liability that any future Owner may otherwise have under the law.

3.2 Notice in Agreements. Owner shall give notice of these Restrictions to all Occupants and subsequent Owners of Parcel 2 by inclusion or exhibit in grant deed restrictions, purchase agreements, "CC&Rs" (covenants, conditions and restrictions), leases, subleases, or rental agreements of the following statement:

"The property [or premises] described herein is adjacent to property that contains hazardous waste and is subject to an environmental restriction and covenant to restrict use which, among other things, prohibits the following uses:

- (1) A residence, including any mobile home or factory built housing constructed or installed for use as permanently occupied human habitation;
- (2) A hospital for humans;
- (3) A school for persons under 21 years of age;
- (4) A day care center for children;
- (5) Any permanently occupied human habitation; or
- (6) A park or playground, provided that a golf course shall not be considered to be a park or playground.

The environmental restriction and covenant to restrict use is in favor of the City of West Covina, the Department of Toxic Substances Control, and the U.S. Environmental Protection Agency, as a third party beneficiary. This statement is not a declaration that a hazard exists."

4. MODIFICATION OR REMOVAL

4.1 Modification or Removal. Owners and Occupants of Parcel 1, or any portion thereof, desiring to modify or remove the "Restrictions on Use" established by this Covenant shall comply with the following procedures:

- (a) Any Owner, or with the Owner's consent, any Occupant, of Parcel 2 or of any portion thereof, shall make a written request to the City.
- (b) In addition to Section 4.1(a), for modification or removal of the "Restrictions on Use" imposed under Sections 3.1 and 3.1.1 relating to human health or the environment, the Owner of Parcel 2 or any portion thereof shall apply to DTSC. Such application shall be made in accordance with Section 25202.6 of the California Health and Safety Code.
- (c) Nothing in this Section 4.1 shall relieve Owners and Occupants from compliance with Section 2.4 of this Covenant and any other applicable laws, regulations, orders, and permits.

4.2 Term. Unless removed in accordance with Section 4.1 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

5. MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of Parcel 2 or any portion thereof to the general public or for any purposes whatsoever.

5.2 Notices. Whenever any person shall desire to give or serve any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed served when delivered (1) if personally delivered to the person being served or to an officer or a corporate party being served or official of a government agency being served, or (2) if mailed by United States mail postage-paid, certified, return receipt requested to each of the following:

- (a) the current Owner(s) of Record; and
- (b) Deputy Director Hazardous Waste Management Division
Department of Toxic Substances Control
P. O. Box 806
Sacramento, California 95812-0806

or, if the current address is no longer valid, the current address of DTSC's Hazardous Waste Management Division or the successor agency or state program which has authority over this Covenant.

- (c) City of West Covina
1444 West Garvey Avenue
West Covina, California 91793
- (d) LEA
1444 West Garvey Avenue
West Covina, California 91793
- (e) Regional Administrator
U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, CA 94105

5.3 Reservation of Rights. The parties reserve all rights they may have in this matter unless expressly waived herein. Nothing in this Covenant shall limit the jurisdiction or authority that Applicable Regulatory Agencies otherwise have under applicable laws, regulations, permits, orders or other legal requirements.

5.4 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion to the extent not materially affected by the invalidated portion, shall remain in full force and effect as if such portion had not been included herein.

5.5 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.6 Recordation. This instrument shall be recorded by Covenantor in the County of Los Angeles immediately after recordation of an approved parcel map creating Parcel 2.

5.7 References. All references to regulatory and statutory sections include successor provisions.

5.8 Counterparts. This Covenant may be executed in counterparts.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

BKK CORPORATION

[Signature] *Kris L. Kazarian*

Print Name KRIS L. KAZARIAN

Title Sec. / Treas.

CITY OF WEST COVINA

[Signature] *Benjamin S. Wong*

Print Name BENJAMIN S. WONG

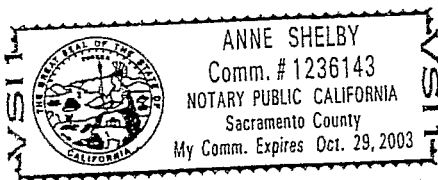
Title MAYOR

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

[Signature] *Jose Kov*

Print Name Jose Kov

Title Sup. Mgr. Substances Prgm. II

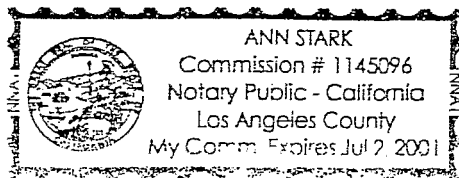


STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On April 16, 2001, before me, the undersigned, a Notary Public duly sworn in the State of California, personally appeared Kris L. Kazerian, personally known to me or proven to me on the basis of satisfactory evidence to be the person who executed the within instrument as Sec./Treas. of BKK Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



Ann Stark

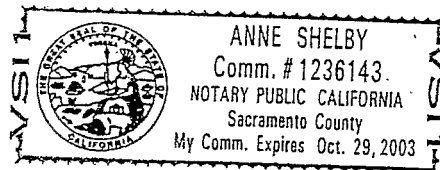
STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On April 17, 2001, before me, the undersigned, a Notary Public duly sworn in the State of California, personally appeared Jose Kou, personally known to me or proven to me on the basis of satisfactory evidence to be the person who executed the within instrument as Supervising Hazardous Substances Engineer II of the Department of Toxic Substances Control, the agency that executed the within instrument, and acknowledged to me that such agency executed the same.

WITNESS my hand and official seal.

Anne Shelby

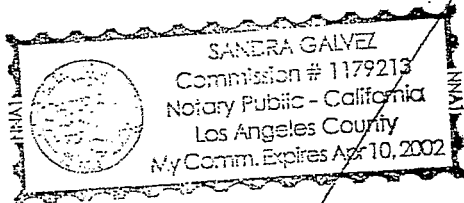


STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On MAY 8, 2001, before me, the undersigned, a Notary Public duly sworn in the State of California, personally appeared BENJAMIN S. WONG personally known to me or ~~proven to me on the basis of satisfactory evidence~~ to be the person who executed the within instrument as MAYOR of the City of West Covina, the agency that executed the within instrument, and acknowledged to me that such agency executed the same.

WITNESS my hand and official seal.



Sandra Galvez

*See
Attached*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

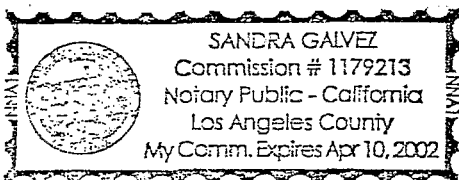
State of CALIFORNIA

County of LOS ANGELES

On MAY 8 2001 before me, SANDRA GALVEZ, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared BENJAMIN D. WONG
NAME(S) OF SIGNER(S)

☒ personally known to me ~~OR~~ ☐ proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity ~~(ies)~~, and that by his/her/their signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.



WITNESS my hand and official seal.

Sandra Galvez
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

CITY OF WEST COVINA

DESCRIPTION OF ATTACHED DOCUMENT

ENVIRONMENTAL RESTRICTION COVENANT & AGREEMENT TO RESTRICT USE OF PROPERTY PARCEL 2
TITLE OR TYPE OF DOCUMENT

ELEVEN PLUS THREE EXHIBITS

NUMBER OF PAGES

APRIL 17, 2001

DATE OF DOCUMENT

KRIS L. KAZARIAN

JOSE KOU

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A-1"

(PARCEL MAP)

PARCEL 2 OF PARCEL MAP NO. 24585, IN THE CITY OF WEST COVINA, AS PER MAP FILED IN BOOK 301 PAGES 61 THROUGH 68 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBONS AND ALL MINERALS, TOGETHER WITH THE RIGHT TO DEVELOP, PRODUCE AND EXTRACT THE SAME, AS GRANTED TO NARCISSE S. GARNIER, ET AL., BY DEED RECORDED SEPTEMBER 29, 1944 IN BOOK 21288 PAGE 260, OFFICIAL RECORDS.

BY INSTRUMENTS OF RECORD, THE OWNERS OF SAID OIL, GAS, AND OTHER HYDROCARBONS AND MINERALS, RELINQUISHED ALL OF THEIR RIGHTS TO ENTER UPON THE SURFACE OF SAID LAND OR THE SUBSURFACE THEREOF TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, (MEASURED VERTICALLY FROM THE SURFACE, FOR THE PURPOSE OF DEVELOPING, PRODUCING AND EXTRACTING THE SAME.

EXHIBIT "A-2"

[Map of Class I and Class III Landfills]

EXHIBIT "A-3"

[Excerpt from EPA Consent Order]

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 9

IN THE MATTER OF:

BKK CORPORATION
2210 South Azusa Avenue
West Covina, CA 91792
CAD067786749

RESPONDENT

)
) ADMINISTRATIVE ORDER
) ON CONSENT

)
) U.S. EPA Docket No.
) RCRA-9-2000-0003
)

)
) Proceeding under Section
) 3008(h) of the Resource
) Conservation and Recovery
) Act, as amended, 42 U.S.C.
) Section 6928(h).

III. STATEMENT OF PURPOSE

In entering into this Consent Order, the mutual objectives of EPA and BKK are:

1. To implement the corrective measures (remedy) selected by EPA to remediate groundwater at the Facility;

2. To perform Interim Measures ("IM") at the Facility to relieve threats, if any, to human health and/or the environment resulting from actual or threatened groundwater contamination or the performance of any activities in accordance with this Consent Order; and

3. To perform any other activities necessary to correct actual or potential threats to human health and/or the environment resulting from the release or potential release to groundwater of hazardous waste or hazardous constituents from the Facility.

IV. FINDINGS OF FACT

1. BKK is a company doing business in the State of California and is a person as defined in Section 1004(15) of RCRA, 42 U.S.C. 6903(15).

2. BKK owns 583 acres of real property located at 2210 South Azusa Avenue, West Covina, California 91792. A legal description of that property is attached hereto as Attachment 1 and incorporated herein by reference. BKK is the owner and operator of a hazardous waste landfill ("Class I landfill") on that property consisting of approximately 190 acres where hazardous wastes were disposed of up until December 1, 1984. However, for purposes of the investigation and any corrective measures that may be required under this Consent Order, the term "Facility" shall mean the contiguous 583 acres of real property owned by BKK including the approximately 190 acres where hazardous wastes were disposed.

3. BKK owned and operated the Facility as a hazardous waste management facility on and after November 19, 1980, the applicable date which renders facilities subject to interim status requirements or the requirement to have a permit under Sections 3004 and 3005 of RCRA, 42 U.S.C. Sections 6924 and 6925. BKK engaged in disposal of hazardous waste at the Facility subject to the interim status requirements (40 CFR Part 265).

4. Pursuant to Section 3010 of RCRA, 42 U.S.C. Section 6930, BKK notified EPA of its hazardous waste activity. In its notification dated on or about July 25, 1980, BKK identified itself as an owner and operator of a treatment, storage and/or disposal facility.

5. On or about November 19, 1980, BKK submitted to EPA a RCRA Part A permit application which included a list of the wastes disposed by BKK at the Facility designated by EPA hazardous waste numbers. On or about August 1, 1983, BKK submitted a revised RCRA Part A permit application to EPA with an expanded list of wastes disposed at the Facility. BKK handled at the Facility the hazardous wastes identified in Section IV, Paragraph 5, of the March 31, 1989 RCRA 3008(h) Administrative Order on Consent, U.S. EPA Docket No. RCRA-09-89-0019.

6. Facility Background

a. BKK has operated the Facility as both a municipal refuse and hazardous waste disposal landfill. The Facility accepted hazardous waste for disposal from 1972 to 1984. During that time, approximately 3.4 million tons of liquid and solid hazardous wastes were disposed, together with nonhazardous wastes in the approximately 190 acre unlined Class I landfill. A closure plan for the Class I landfill was approved by the EPA, the Los Angeles Regional Water Quality Control Board and the Department of Health Services Toxic Substances Control Division (now Department of Toxic Substances Control) on December 23, 1986. A RCRA operating permit was issued for the leachate treatment plant on June 24, 1987, and the plant began full operation in November of 1987. On May 15, 1989, BKK certified that the Class I landfill had been closed by BKK on March 15, 1989. Closure included installation of a clay and vegetative cover, a gas collection system, and construction of a leachate treatment plant. BKK also operated an adjacent lined, municipal solid waste ("Class III") landfill from 1987 to 1996. The Class III landfill stopped accepting waste in September 1996, and is currently undergoing final closure. (The areas where the Class I and Class III landfills are located are identified in figures 1 and 2 of the document titled, "Remedy Decision for Contaminated Groundwater at the BKK Landfill in West Covina, California", dated February 10, 2000 [Attachment 7 hereto]).

b. The Facility includes the following Solid Waste Management Units:

<u>Unit Name</u>	<u>Status</u>	<u>Wastes Received/Generated</u>
Class I Landfill	Closed	Listed Wastes D,F,K,P,U, Asbestos, Municipal Trash
Leachate Treatment Plant/Air Stripper	Active	Leachate/Sludge/Effluent
Class III Landfill	Closing /Inactive	Municipal Trash, Asbestos
Area D	Inactive	Municipal Trash

c. During the 1980s, a series of investigations found groundwater contamination both on and off-site at the Facility. On March 31, 1989, EPA and BKK entered into a RCRA 3008(h) Administrative Order on Consent, U.S. EPA Docket No. RCRA-09-89-0019, which, among other things, required BKK to investigate the nature and extent of groundwater contamination, and to evaluate corrective measure alternatives (remedial options). As of August 1998, over 200 monitoring wells have been installed at the Facility. Ground water samples collected from these monitoring wells over the past 10 years have been used to determine the extent of the groundwater contamination. The most commonly found contaminants in the groundwater are a group of chemicals called volatile organic compounds ("VOCs"). VOC contaminants in the groundwater at BKK include tetrachloroethene ("PCE"), trichloroethene ("TCE"), vinyl chloride and several others. The groundwater monitoring confirmed that contaminated groundwater had migrated off-site and under residential areas. Pursuant to the EPA Order, BKK evaluated and suggested potential options for remediating the contaminated groundwater. The remedial options are contained in a Corrective Measures Study ("CMS") report, which was submitted by BKK to EPA in February 1998.

d. On August 11, 1998, EPA published a proposed remedy to address groundwater contamination at the Facility and began a 60 day public comment period that ended on October 9, 1998. EPA proposed that BKK implement a "contain and control" remedy, designed to contain wastes on-site and to control further off-site movement of contaminated groundwater. The proposed remedy included the installation and operation of approximately 60 new leachate and groundwater extraction wells. The rationale for the proposed remedy is contained in an EPA document titled,

"Proposed Groundwater Statement of Basis for BKK Landfill", dated August 11, 1998.

e. EPA received 182 public comments on the proposed groundwater remedy for the Facility. EPA responded to the public comments and after further deliberation, selected a groundwater remedy for the Facility. EPA's rationale for selecting the groundwater remedy is contained in the document titled, "Remedy Decision for Contaminated Groundwater at the BKK Landfill in West Covina, California", dated February 10, 2000. The "Final Groundwater Statement of Basis for BKK Landfill", dated February 2000, provides information considered in selecting the remedy. EPA's response to all the comments received during the public comment period are included in the "Response to Comments BKK Landfill, West Covina California, CAD067786749 Groundwater Remedy", dated February 2000, which is available in EPA's administrative record for the Facility.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the findings of fact, and after consideration of the Administrative Record, the Director has made the following conclusions of law and determinations:

1. BKK is a "person" within the meaning of Section 1004(15) of RCRA, 42 U.S.C. §6903(15).
2. BKK is the owner or operator of a facility that has operated and is operating under interim status subject to §3005(e) of RCRA, 42 U.S.C. §6925(e).
3. Certain wastes and constituents found at the Facility are hazardous wastes and/or hazardous constituents pursuant to §1004(5) of RCRA, 42 U.S.C. §6903(5), §3001 of RCRA, 42 U.S.C. §6921, 40 CFR Part 261 and Subpart S §264.501, 55 FR 30874 July 27, 1990.
4. There have been and may continue to be releases of hazardous wastes or hazardous constituents into the environment from the Facility.
5. The actions required by this Consent Order are necessary to protect human health and/or the environment.

- Construction Completion Report
- Corrective Measures Completion Report
- Draft and Final Performance Monitoring Plans

The containment area must be defined and the capture zone analysis must be conducted as part of developing the design of the pump and treat system.

3. EPA will review all required CMI documents (except Health and Safety Plan) and notify BKK in writing of EPA's approval or disapproval, including any comments and/or modifications, in accordance with Section VIII: Agency Approval/Submittals/Proposed Contractor/Additional Work.

4. BKK shall complete the construction (drilling, installation and development) and startup of the new perimeter leachate and groundwater extraction wells that are part of the pump and treat system and complete construction of the new groundwater monitoring wells for the Southwest Area within 24 months after approval of the CMIP by EPA. BKK shall complete construction and startup of the ground water extraction wells in the off-site Southeast Area and on-site groundwater and leachate extraction wells in the North Saddle Area within 30 months after CMIP approval by EPA. The Southwest Area, Southeast Area and North Saddle Area are depicted in figure 2 of the EPA Groundwater Remedy Decision Document (Attachment 7 hereto).

C. INSTITUTIONAL CONTROLS

1. Commencing on the effective date of this Consent Order, BKK shall refrain from using the Facility in any manner that would interfere with implementation of remedial measures or adversely affect the integrity or protectiveness of the remedial measures to be implemented pursuant to this Consent Order.

2. BKK shall, within 60 days of the effective date of this Consent Order, submit to EPA for review and approval a draft restrictive covenant that is enforceable under the laws of the State of California. This covenant shall include, but not be limited to, the land/water use prohibitions and requirements listed below.

- A prohibition, pursuant to Article 11 of Chapter 6.5 of the California Health and Safety Code, that the 583 acre Facility shall not be used for residences, hospitals, schools, day-care centers, parks, playgrounds, or any permanently occupied human habitation. For the purposes of this prohibition, a

golf course is neither a park nor a playground.

- ▶ A prohibition that the groundwater directly beneath the BKK closed hazardous waste (Class I) landfill shall not be used as a source of drinking water.
- ▶ A requirement that BKK provide writtten notification to EPA at least 14 days before excavated soils can be removed from "Parcel 3," on which the Class I and Class III landfills are situated, ("Parcel 3" is identified on Attachment 9 hereto, incorporated herein by this reference as if fully set forth). This requirement does not apply to soils transported pursuant to a RCRA hazardous waste manifest to a permitted RCRA Subtitle C facility.
- ▶ A requirement that BKK maintain and monitor the integrity of the cap of the closed Class I landfill and inactive/closing Class III landfill.

BKK shall grant the access rights and the rights to enforce the land/water use restrictions to DTSC. EPA shall be identified in the language of the covenant itself as a third party beneficiary of the land/water use restrictions, with the ability to enforce such restrictions.

BKK shall execute and record in the Recorder's Office of Los Angeles County, State of California, a restrictive covenant, running with the land, acceptable to DTSC and EPA; that provides for the right to enforce the land/water use restrictions listed above, and/or other restrictions that EPA and DTSC determine are necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Order.

Within 15 days of EPA's or DTSC's approval and acceptance of the restrictive covenant, whichever comes later, BKK shall update the title search and, if it is determined that nothing has occurred since the effective date of the commitment or report to affect the title adversely, record the restrictive covenant with the Recorder's Office of Los Angeles County. Within 30 days of recording the restrictive covenant, BKK shall provide EPA and DTSC with acceptable evidence of the final title, and a certified copy of the original recorded restrictive covenant showing the clerk's recording stamps.

3. BKK shall attach a copy of this Consent Order and the EPA Groundwater Remedy Decision Document to any document related to selling, leasing, transferring and/or developing the Facility

property. BKK shall condition all transactions related to selling, leasing, transferring and/or developing the Facility property on compliance with the terms of this Consent Order. If the City of West Covina grants land use entitlements for all or any part of the development of a business park or other commercial development on approximately 100 acres on the western side of the Facility ("Parcel 1") (Parcel 1 is identified on Attachment 8 hereto, incorporated herein by this reference as if fully set forth), BKK or its successor shall not be subject to this Paragraph 3 with respect to sub-lessees of that development. Simultaneously with the submittal of the CMIP, BKK shall submit to EPA for approval a fact sheet summarizing the nature of remedial activities to be carried out pursuant to this Consent Order, the conditions relating to prohibiting interference with BKK's compliance with the terms of this Consent Order and the land/water use restrictions required by this Consent Order (the "Fact Sheet"). Upon its approval by EPA, BKK shall attach a copy of the Fact Sheet to any document related to selling, leasing, transferring and/or developing the Facility property and shall require that the Fact Sheet be provided to any sub-lessees of Parcel 1. Upon its approval by EPA, the Fact Sheet may be provided to any lessee of all or any portion of Parcel 1 in lieu of this Consent Order and the Groundwater Remedy Decision Document.

4. BKK shall condition all transactions related to selling, leasing, transferring and/or developing the Facility property on not interfering with BKK's compliance with the terms of this Consent Order.

5. Nothing in this subsection C. shall be interpreted as: (1) limiting EPA's authority to require BKK to take any action with respect to soils at the Facility in accordance with the March 31, 1989 RCRA 3008(h) Administrative Order on Consent, U.S. EPA Docket No. RCRA -09-89-0019, or in accordance with any other applicable authorities; or (2) relieving BKK of its obligations to comply with RCRA or any other applicable environmental requirements.

D. FINANCIAL ASSURANCE

1. Financial Assurance for Operation, Monitoring and Maintenance

BKK shall establish a financial assurance mechanism for the entire amount needed for operation, monitoring and maintenance ("OMM") unless BKK can make a demonstration to EPA's satisfaction in accordance with the provisions of this Section VII.D. EPA has previously stated, in a March 30, 2000 letter to BKK, that "...BKK will have an opportunity to provide EPA with a cost

3 PARCELS
583.21 ACRES

SHEET 1 OF 8 SHEETS

PARCEL MAP NO. 24585

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF RANCHO LA PUENTE, A PORTION OF SAID
RANCHO DESIGNATED AS "LOT NO. 1, 1769.46AC," AS SHOWN ON MAP RECORDED IN
BOOK 1260 PAGE 163, OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF
THE COUNTY OF LOS ANGELES.

HUITT-ZOLLARS

SUBDIVIDER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE SUBDIVIDER OF THE LANDS INCLUDED WITHIN
THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND
WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

B.K.K. CO., A CALIFORNIA CORPORATION, SUBDIVIDER.

BY: Ben K. Kazarian Jr. BY: Kris L. Kazarian
(PRINT NAME) (PRINT NAME)
CHIEF EXECUTIVE OFFICER TREASURER
(PRINT TITLE) (PRINT TITLE)

RECORD OWNER IS: B.K.K. CO., A CALIFORNIA CORPORATION

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD
SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND
LOCAL ORDINANCE AT THE REQUEST OF ALAN TUNLAND ON APRIL 5, 2000. I HEREBY
STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR
CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, THAT THE FOUND MONUMENTS OF THE
CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE; THAT SAID MONUMENTS
ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



James L. Garvin
JAMES L. GARVIN, L.S. 6343
MY REGISTRATION EXPIRES 12/31/02

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN C.O.R.S. STATIONS
"LONG" AND "CLAR" BEING N89°37'16"W AS DERIVED FROM DATA AS SHOWN ON RECORD
OF SURVEY 96-1054, R.S.B. 744/1-16, RECORDS OF ORANGE COUNTY, CALIFORNIA.

DATUM STATEMENT:

COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, BASED
ON NATIONAL GEODETIC SURVEY VALUES FOR NAD 83, EPOCH 1995.5 PER RECORD OF
SURVEY 96-1054, R.S.B. 744/1-16, RECORDS OF ORANGE COUNTY, CALIFORNIA.

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS
SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF;
THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF WEST COVINA
APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED
WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH
RESPECT TO CITY RECORDS.

DATE: _____ BY: _____
CITY ENGINEER
RCE NO. 51693 EXP. 6/30/02

STATE OF California)
COUNTY OF Los Angeles)

ON THIS 15 DAY OF February, 2001, BEFORE ME,
Ann Stark, A NOTARY PUBLIC IN AND FOR SAID STATE,
PERSONALLY APPEARED Ben K. Kazarian Jr. AND
Kris L. Kazarian, PERSONALLY KNOWN TO ME OR PROVED TO ME
ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES
ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR
SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF
OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: MY COMMISSION EXPIRES 7/02/01
Ann Stark
NOTARY PUBLIC IN AND FOR SAID STATE IS IN Los Angeles COUNTY.
Ann Stark
PRINT NAME

COUNTY ENGINEERS CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT COMPLIES WITH ALL
PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE
MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL
RESPECTS NOT CERTIFIED TO BY THE CITY ENGINEER.

DATE: _____ BY: _____
DEPUTY COUNTY ENGINEER
RCE NO. _____ EXP. _____

SPECIAL ASSESSMENT CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF
THE CITY OF WEST COVINA, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR
ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

CITY TREASURER OF THE CITY OF WEST COVINA _____ DATE _____

CITY COUNCIL CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF WEST COVINA AT A MEETING
HELD ON _____, APPROVED THE ATTACHED MAP.

CITY CLERK OF THE CITY OF WEST COVINA _____ DATE _____

BOUNDARY LEGEND

••••• INDICATES THE BOUNDARY
OF THE LAND BEING SUBDIVIDED BY THIS MAP.

PARCEL MAP NO. 24585

SHEET 2 OF 8 SHEETS

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

HUITT-ZOLIARS

EASEMENT NOTES:

- (A) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 7/28/86 AS INSTRUMENT NO. 86-948720, O.R.
- (B) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 4/10/86 AS INSTRUMENT NO. 86-444204, O.R.
- (C) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA GAS COMPANY PER DOCUMENT RECORDED 5/13/86 AS INSTRUMENT NO. 86-593404, O.R.
- (D) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 10/21/83 AS INSTRUMENT NO. 83-1246439, O.R.
- (E) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 2/25/82 AS INSTRUMENT NO. 82-201603, O.R.
- (F) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 12/19/75 AS INSTRUMENT NO. 3553, O.R.
- (G) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 10/30/79 AS INSTRUMENT NO. 79-1218678, O.R.
- (H) AN EASEMENT FOR STREET AND HIGHWAY PURPOSES OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 8/6/65 AS INSTRUMENT NO. 3399, IN BOOK D-3007 PAGE 251, O.R.
- (I) AN EASEMENT FOR STORM DRAIN, SLOPE, INGRESS AND EGRESS OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 8/6/65 AS INSTRUMENT NO. 3399, IN BOOK D-3007 PAGE 251, O.R.
- (J) AN EASEMENT FOR STORM DRAIN, SLOPE, INGRESS AND EGRESS PURPOSES OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 11/8/65 AS INSTRUMENT NO. 3376 IN BOOK D-3108 PAGE 810, O.R.
- (K) AN EASEMENT FOR UTILITY PURPOSES OF GENERAL TELEPHONE COMPANY OF CALIFORNIA PER DOCUMENT RECORDED 3/8/66 AS INSTRUMENT NO. 2562 IN BOOK D-3230 PAGE 192, O.R.
- (L) AN EASEMENT FOR SLOPE, INGRESS AND EGRESS PURPOSES OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 12/19/66 AS INSTRUMENT NO. 1394 IN BOOK D-3510 PAGE 316, O.R.
- AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED AS INSTRUMENT NO. 92-1656736, O.R. SAID EASEMENT IS INDETERMINATE IN NATURE.
- AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED AS INSTRUMENT NO. 92-1656737, O.R. SAID EASEMENT IS INDETERMINATE IN NATURE.
- MINNESOTA METHANE LLC, A WYOMING LIMITED LIABILITY COMPANY, GROUND LEASE HEREIN PER INSTRUMENT NO. 96-2069804, O.R. ; RECORDED 12/23/96

MONUMENT NOTES:

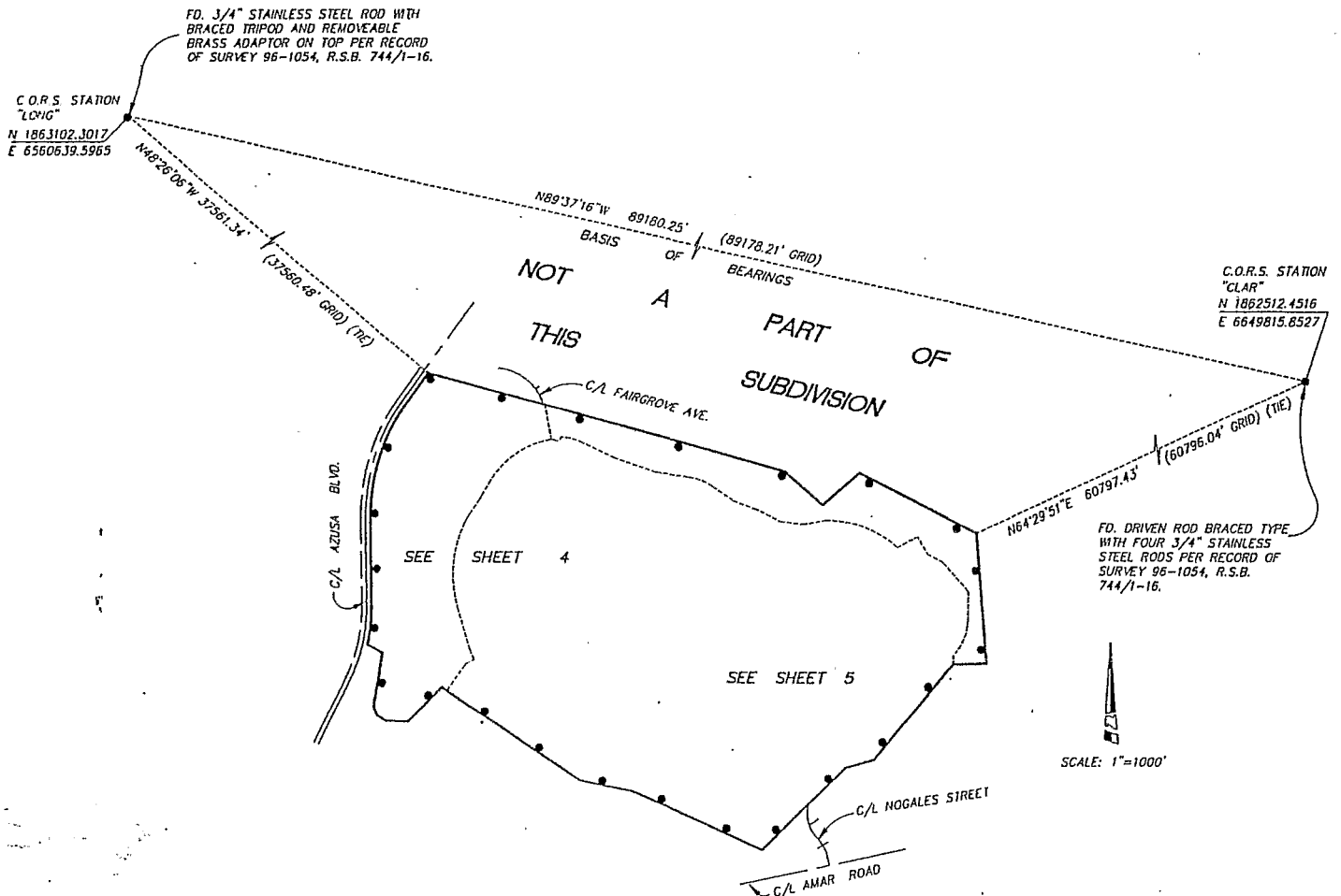
- INDICATES FOUND MONUMENT AS NOTED.
- ▲ INDICATES FOUND SPIKE AND WASHER STAMPED "RCE 16362" PER TRACT NO. 32281, M.B. 907/29-32.
- INDICATES LOCATION OF 2" I.P. TAGGED "PLS 6343" TO BE SET WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS.

SURVEYORS NOTES:

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED.
TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.99997708.
(C.O.R.S.) CALIFORNIA CONTINUOUSLY OPERATING REFERENCE STATION.

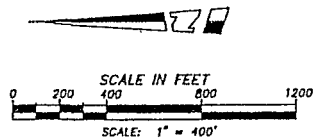
BASIS OF BEARINGS:

BASIS OF BEARINGS FOR THIS MAP WERE TAKEN BETWEEN (C.O.R.S. STATIONS "LONG" AND "CLAR" AS SHOWN ON R.S. 96-1054 FILED IN BOOK 160, PAGES 1 THROUGH 16 OF RECORD OF SURVEY; RECORDS OF ORANGE COUNTY.



BASIS OF BEARINGS AND SHEET INDEX MAP

PARCEL MAP NO. 24585 IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



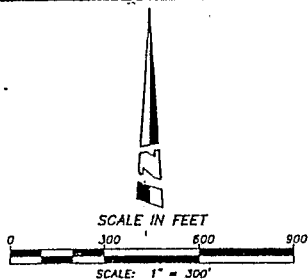
FOR DETAIL OF PARCELS 2 AND 3
SEE SHEETS 4 AND 5

NOTES:
SEE SHEET 2 FOR MONUMENT NOTES, EASEMENT NOTES,
BASIS OF BEARINGS AND SHEET INDEX MAP.
SEE SHEETS 4 AND 5 FOR DETAIL OF PARCELS 2 AND 3
SEE SHEETS 6, 7 AND 8 FOR ADDITIONAL EASEMENTS AND/OR
EASEMENT DIMENSIONING.



PARCEL MAP NO. 24585

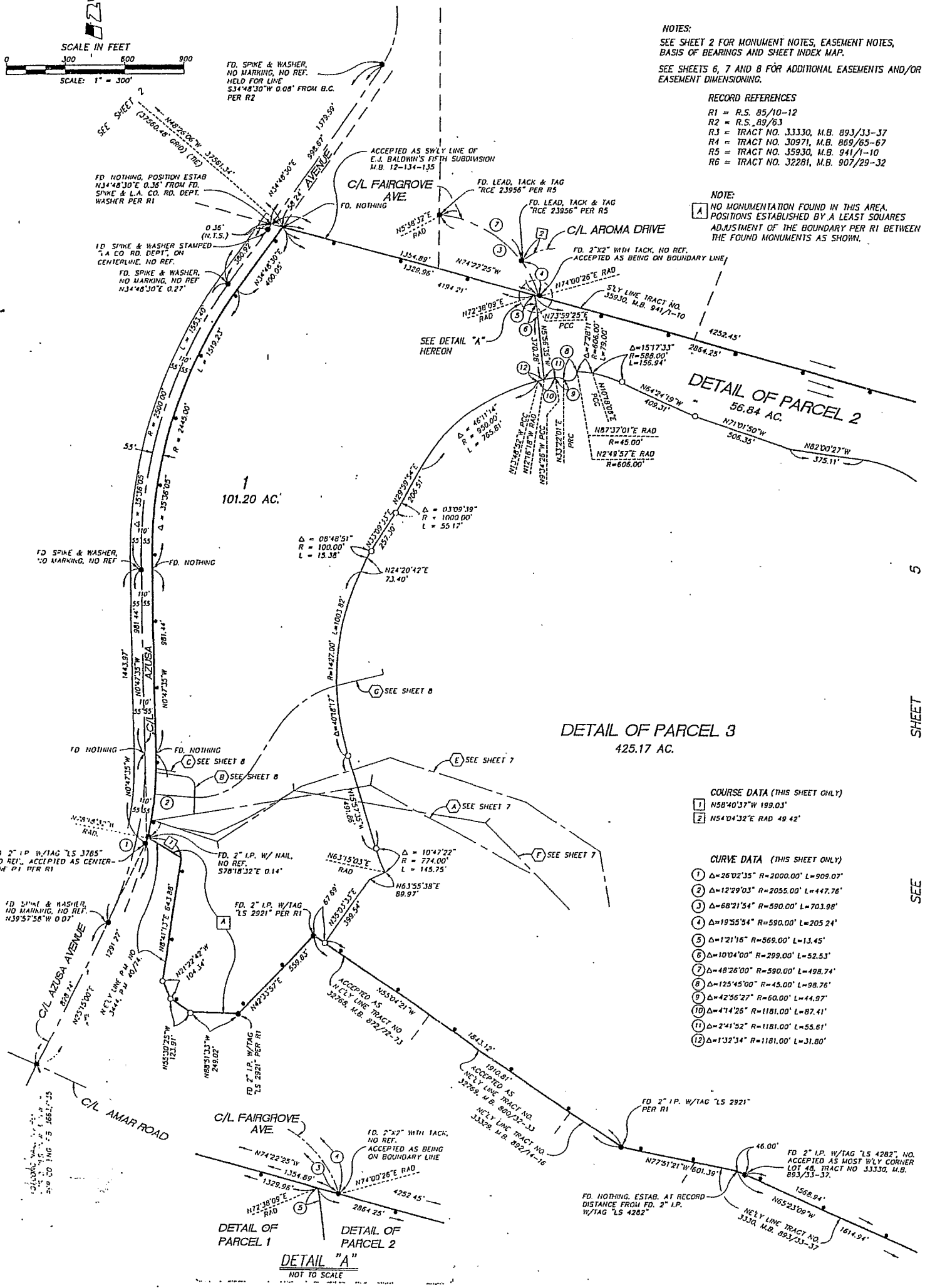
IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



NOTES:
SEE SHEET 2 FOR MONUMENT NOTES, EASEMENT NOTES,
BASIS OF BEARINGS AND SHEET INDEX MAP.
SEE SHEETS 6, 7 AND 8 FOR ADDITIONAL EASEMENTS AND/OR
EASEMENT DIMENSIONING.

RECORD REFERENCES
R1 = R.S. 85/10-12
R2 = R.S. 89/63
R3 = TRACT NO. 33330, M.B. 893/33-37
R4 = TRACT NO. 30971, M.B. 869/65-67
R5 = TRACT NO. 35930, M.B. 941/1-10
R6 = TRACT NO. 32281, M.B. 907/29-32

NOTE:
[A] NO MONUMENTATION FOUND IN THIS AREA.
POSITIONS ESTABLISHED BY A LEAST SQUARES
ADJUSTMENT OF THE BOUNDARY PER R1 BETWEEN
THE FOUND MONUMENTS AS SHOWN.



DETAIL OF PARCEL 3
425.17 AC.

COURSE DATA (THIS SHEET ONLY)
1 N58°40'37"W 199.03'
2 N54°04'32"E RAD 49.42'

CURVE DATA (THIS SHEET ONLY)
1 Δ=26°02'35" R=2000.00' L=909.07'
2 Δ=12°29'03" R=2055.00' L=447.76'
3 Δ=68°21'54" R=590.00' L=703.98'
4 Δ=19°55'54" R=590.00' L=205.24'
5 Δ=121°16' R=569.00' L=13.45'
6 Δ=100°4'00" R=299.00' L=52.53'
7 Δ=48°26'00" R=590.00' L=498.74'
8 Δ=125°45'00" R=45.00' L=98.76'
9 Δ=42°56'27" R=60.00' L=44.97'
10 Δ=41°26' R=1181.00' L=87.41'
11 Δ=2°41'52" R=1181.00' L=55.61'
12 Δ=1°32'34" R=1181.00' L=31.80'

SEE SHEET 5

PARCEL MAP NO. 24585

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

COURSE DATA (THIS SHEET ONLY)

- (1) N12°47'31"W 119.94'
- (B) S1/4 AND S1/4 LINE OF PCL. 5, R.S. 85/10-12
- (B-1) GENERAL WLY LINE OF PCL. 5, R.S. 85/10-12

CURVE DATA (THIS SHEET ONLY)

- (1) $\Delta=64^{\circ}58'55"$ R=400.00' L=453.66'
- (2) $\Delta=27^{\circ}56'33"$ R=400.00' L=195.11'
- (3) $\Delta=31^{\circ}52'31"$ R=400.00' L=222.53'
- (4) $\Delta=18^{\circ}46'09"$ R=400.00' L=131.03'
- (5) $\Delta=17^{\circ}02'02"$ R=400.00' L=258.55'
- (6) $\Delta=13^{\circ}06'22"$ R=400.00' L=91.50'

DETAIL OF PARCEL 2

DETAIL OF PARCEL 3

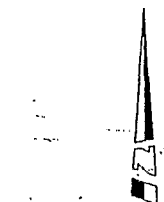
4

SHEET

SEE

SHEET 2

SEE



SCALE IN FEET
0 300 600 900
SCALE: 1" = 300'

RECORD REFERENCES

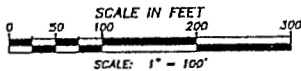
- R1 = R.S. 85/10-12
- R2 = R.S. 89/63
- R3 = TRACT NO. 33330, M.B. 893/33-37
- R4 = TRACT NO. 30971, M.B. 869/65-67
- R5 = TRACT NO. 35930, M.B. 941/1-10
- R6 = TRACT NO. 32281, M.B. 907/29-32

NOTES:

SEE SHEET 2 FOR MONUMENT NOTES, EASEMENT NOTES, BASIS OF BEARINGS AND SHEET INDEX MAP.
SEE SHEETS 6, 7 AND 8 FOR ADDITIONAL EASEMENTS AND/OR EASEMENT DIMENSIONING.

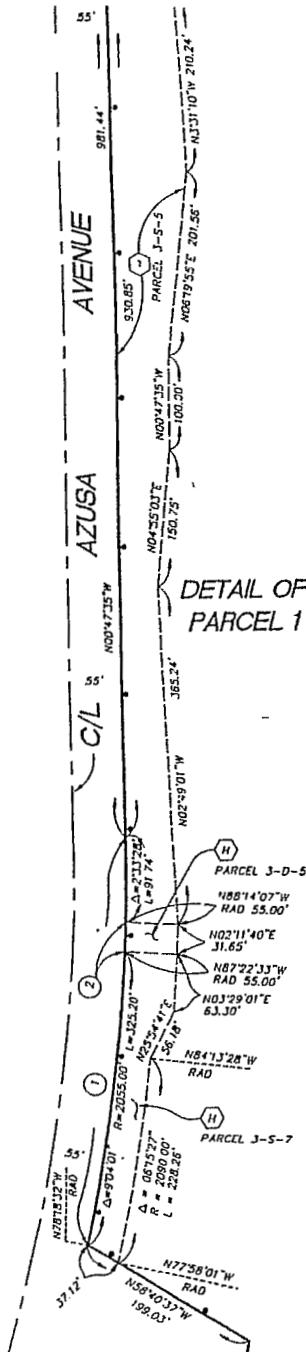
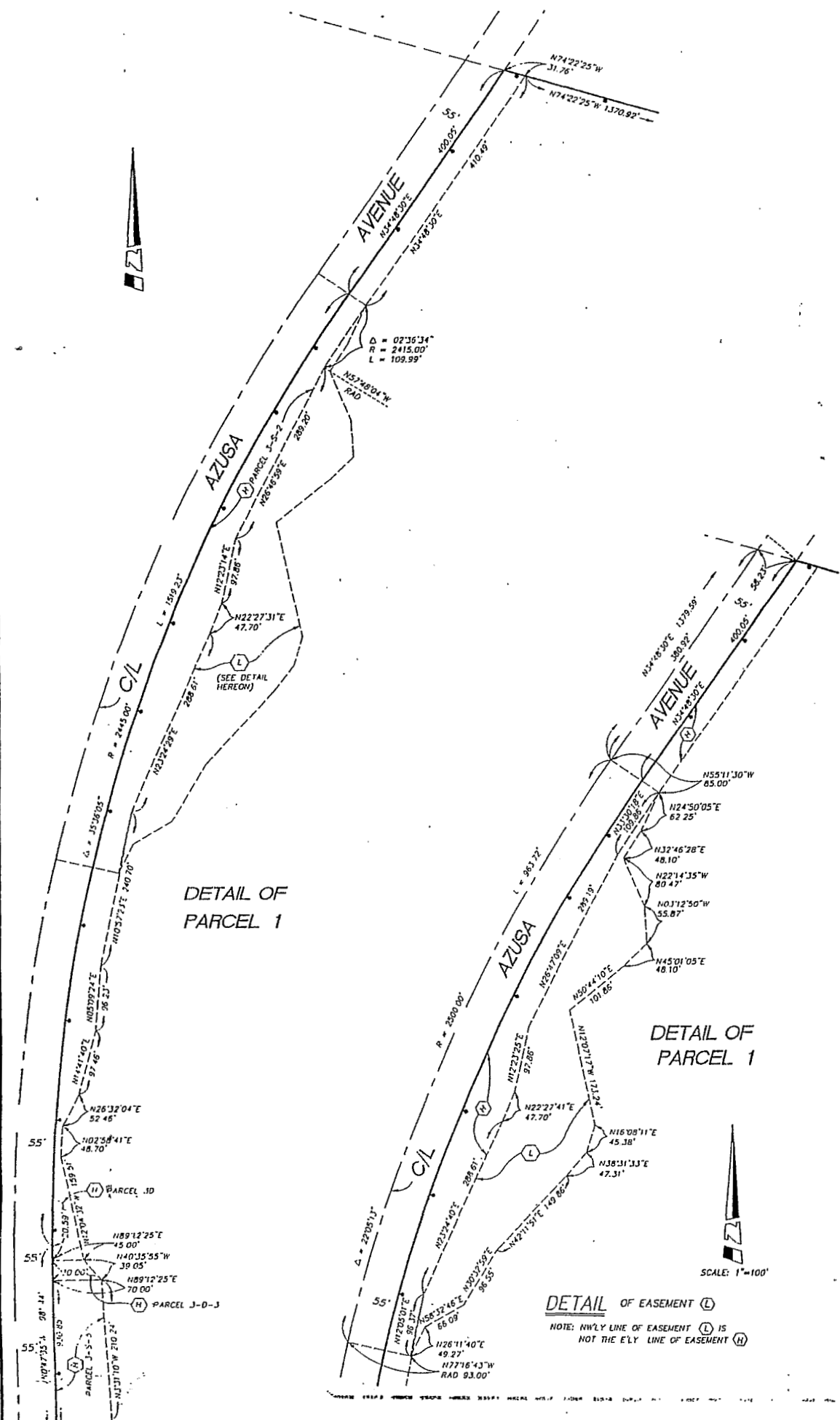
PARCEL MAP NO. 24585

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



EASEMENT MAP

SEE BELOW LEFT



CURVE DATA: (THIS SHEET ONLY)

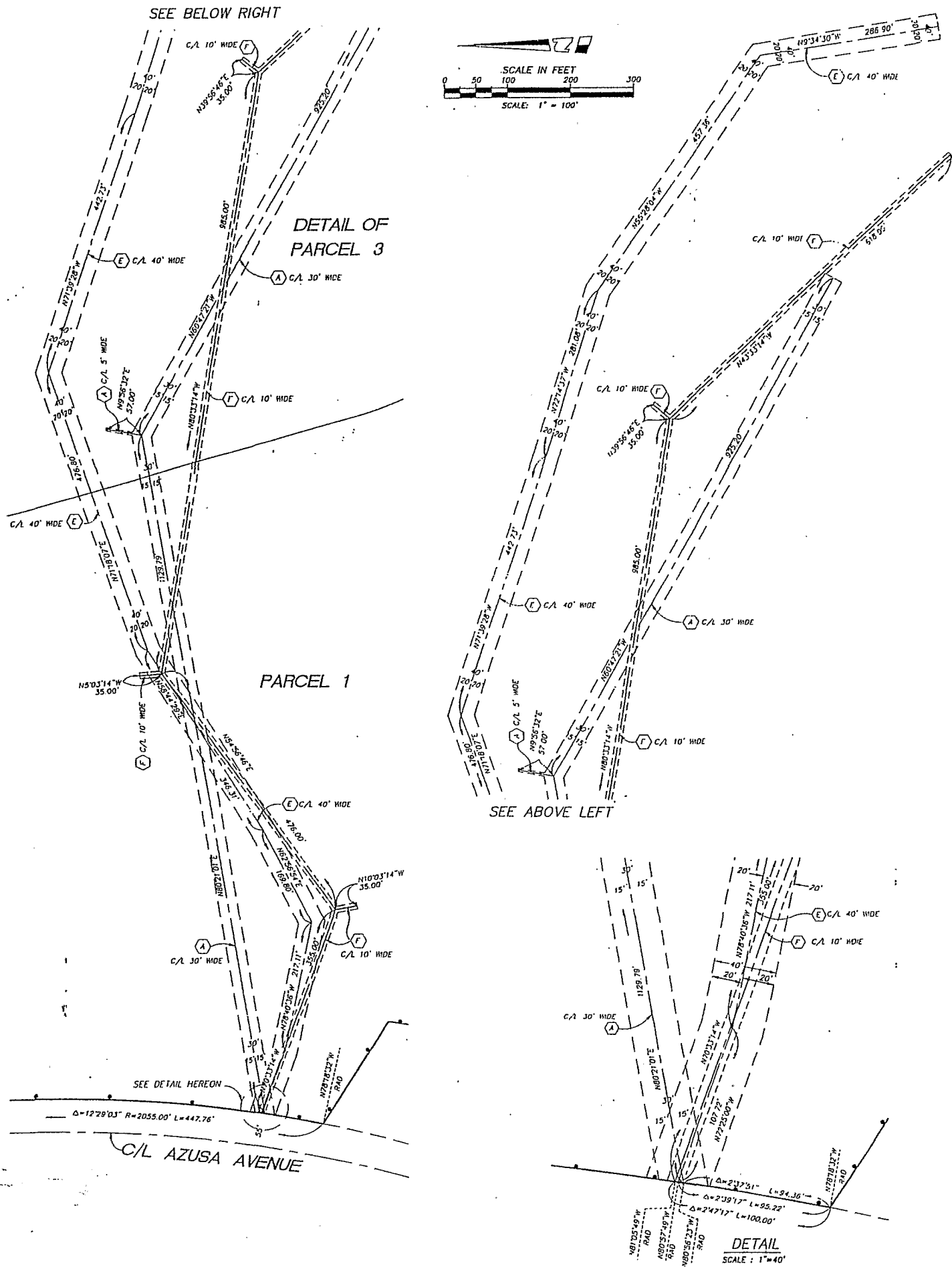
- ① $\Delta = 12^{\circ}29'03''$ $R = 2055.00'$ $L = 447.76'$
- ② $\Delta = 0^{\circ}51'34''$ $R = 2055.00'$ $L = 30.83'$

SEE ABOVE RIGHT


PARCEL MAP NO. 24585

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

EASEMENT MAP



DETAIL OF
PARCEL 1

C/L 6' WIDE 

DETAIL OF PARCEL 1

DETAIL OF PARCEL 3

DETAIL
NOT TO SCALE

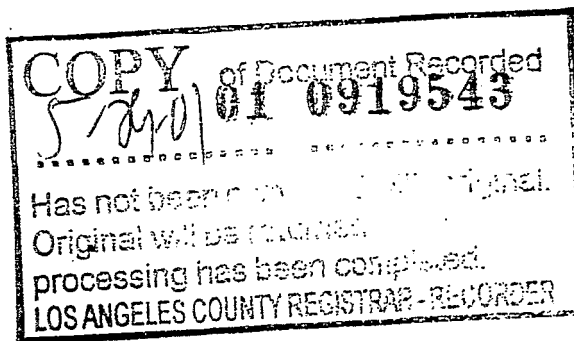
RECORDING REQUESTED BY:

BKK Corporation
2210 So. Azusa Ave.
West Covina, CA 91792

WHEN RECORDED MAIL TO:

Department of Toxic Substances Control
P.O. Box 806
Sacramento, CA 95814
Attn: Deputy Director, Hazardous
Waste Management Division

City of West Covina
1444 West Garvey Avenue
West Covina, CA 91793



(Space above this line for Recorder's use)

**ENVIRONMENTAL RESTRICTION
COVENANT AND AGREEMENT
TO RESTRICT USE OF PROPERTY (Parcel 3)**

This Covenant and Agreement and Environmental Restriction ("Covenant") is made as of the 12 day of April, 2001 by BKK Corporation ("Covenantor") (owner of record of certain property situated in Los Angeles County, State of California), by the City of West Covina (the "City"), and the Department of Toxic Substances Control ("DTSC"):

RECITALS

- A. Covenantor is the owner of record of certain property situated in Los Angeles County, State of California which property, for the purposes of development, is being divided by Covenantor into three separate parcels, subject to approval by City and further subject to the separate covenants and agreements to restrict the use of each parcel executed by Covenantor, the City, and DTSC. This Covenant is applicable to that certain property of Covenantor described as "Parcel 3" in Ex. "A-1" attached hereto and incorporated herein by reference. Parcel 3 consists of 425.172 acres, portions of which have been used for the disposal of solid and hazardous waste and ancillary facilities. A more detailed factual background of the Site (as defined herein) is set forth in Section IV of the Order (as defined herein), a copy of which is attached hereto in Exhibit "A-3".

- B. A portion of Parcel 3 is the site of a Class III solid waste landfill which has been used for disposal of solid waste. Covenantor has prepared a Final Closure and Post-Closure Plan for the Class III Landfill that has been approved by the CIWMB (as defined herein).
- C. A portion of Parcel 3 has also been the site of a Class I hazardous waste landfill (Closure Plan for U.S. Environmental Protection Agency, EPA ID #CAD067786749), which has been used for disposal of hazardous waste. Covenantor has prepared a Closure Plan for the Class I Landfill that was approved by the U.S. Environmental Protection Agency (the "EPA") on December 23, 1986 and by DTSC on December 29, 1986. The Closure Plan was certified by an independent engineer as completed in May, 1989. The Site is subject to Corrective Action ("Corrective Action" as defined herein). The Class I Landfill is subject to post-closure requirements pursuant to the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq. and the California Hazardous Waste Control Act ("HWCA"), Health and Safety Code § 25100 et seq., including specific post-closure requirements to be imposed under the Post-Closure Permit (as defined herein).
- D. Covenantor intends to restrict the use of the Class I Landfill for long-term facility maintenance purposes and for other uses that are not in conflict with restrictions in this Covenant and that are in accordance with applicable closure and post-closure requirements. Covenantor also intends to restrict the use of the rest of Parcel 3, including the Class III Landfill, to long-term facility maintenance purposes, including but not limited to Administration facilities, landfill gas management and energy generation and leachate control, recreational uses, including but not limited to, a golf course and related infrastructure in accordance with applicable closure and post-closure plans and requirements, and other uses, as approved by the City and consistent with this Covenant.
- E. Covenantor desires and intends that in order to protect the present and future public health and safety, Parcel 3 shall be used in such a manner as to comply with all statutory and regulatory requirements and to avoid potential harm to persons or property which may result from hazardous and solid wastes which have been deposited on the Class I Landfill or solid wastes deposited on the Class III Landfill. However, nothing in this Covenant constitutes a finding or admission of harm or liability to persons or property located on or off Parcel 3 at any time in the past, present or future.

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 Applicable Regulatory Agency. "Applicable Regulatory Agency" shall mean the regulatory agency or agencies with jurisdiction over the activity and area in

question, independent of the provisions of this Covenant, which regulatory agency or agencies may include, depending on the activity and area at issue, the City, the Local Enforcement Agency, DTSC, EPA, the Regional Water Quality Control Board, and the CIWMB. This provision is not intended to expand the jurisdiction of any regulatory agency beyond its statutory authority.

1.2 City. "City" shall mean the City of West Covina and its successor agencies, if any.

1.3 CIWMB. "CIWMB" shall mean the California Integrated Waste Management Board and its successor agencies, if any.

1.4 Class I Landfill. "Class I Landfill" shall mean that portion of Parcel 3 owned by Covenantor which was the site of the hazardous waste disposal units owned by Covenantor. A map of the Site showing the location of the Class I Landfill is attached hereto and incorporated herein as Exhibit "A-2".

1.5 Class III Landfill. "Class III Landfill" shall mean that portion of Parcel 3 owned by Covenantor which was the site of solid waste management units owned by Covenantor. The location of the Class III Landfill is shown on the map attached hereto as Exhibit "A-2."

1.6 Corrective Action. "Corrective Action" means the investigative and remedial activities required pursuant to RCRA and the HWCA, and further required by applicable regulations of EPA and the Department.

1.7 DTSC. "DTSC" shall mean the California Environmental Protection Agency, Department of Toxic Substances Control and its successor agencies, if any.

1.8 EPA. "EPA" means the United States Environmental Protection Agency and its successor agencies, if any.

1.9 HWCA. "HWCA" means the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.

1.10 Improvements. "Improvements" shall include but not be limited to all buildings, roads, driveways, walkways, regradings, parking and paving of any kind or nature constructed or placed upon any portion of Parcel 3.

1.11 Occupants. "Occupants" shall mean those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to occupy any portion of Parcel 3.

1.12 Order. "Order" shall mean the Administrative Order on Consent entered into by Covenantor and EPA on September 14, 2000 (Docket No. RCRA-9-2000-0003).

Copies of Sections IV and VII(c)(2) of the Order are attached hereto and incorporated herein as Exhibit "A-3."

1.13 Owner. "Owner" shall mean any person or entity that holds title to all or any portion of Parcel 3, or any person or entity which has hereafter acquired any interest whatsoever, whether present or future, joint or individual, possessory or nonpossessory, legal or equitable and whether acquired by conveyance or by operation of law, except that a holder of a security interest shall not be deemed an "Owner" until such security interest has been fully perfected by foreclosure or by voluntary acceptance of the fee interest.

1.14 Parcel 1. "Parcel 1" consists of 101.198 acres to the west of and adjacent to Parcel 3, which Parcel 3 contains the Class I and Class III Landfills. A portion of Parcel 1 is adjacent to Azusa Avenue. A legal description of Parcel 1 is contained in the parcel map that is attached as Ex. A-1 to this Covenant and is incorporated herein by reference.

1.15 Parcel 2. "Parcel 2" consists of 56.84 acres to the north of Parcel 3, which Parcel 3 contains the Class I and Class III Landfills. A legal description of Parcel 2 is contained in the parcel map attached hereto as Ex. A-1.

1.16 Parcel 3. "Parcel 3" consists of 425.172 acres, and contains the Class I Landfill used for the disposal of hazardous and solid waste and the Class III Landfill used for the disposal of solid waste. A legal description of Parcel 3 is attached as Ex. A-1 to this Covenant and is incorporated herein by reference.

1.17 Post-Closure Permit. "Post-Closure Permit" shall mean the pending Hazardous Waste Facility Post-Closure Permit that will be issued by DTSC and that will set forth post-closure requirements applicable to the Site. A draft of the Post-Closure Permit was made available for public comment by DTSC on November 15, 1999.

1.18 Regional Administrator. "Regional Administrator" shall mean the Regional Administrator for Region IX of the EPA and shall include its successor agencies, if any.

1.19 RCRA. "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.

1.20 Site. "Site" means the former larger parcel, consisting of the sum of Parcels 1, 2, and 3.

2. GENERAL PROVISIONS

2.1 Provisions to Run With the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions") upon and subject to which Parcel 3 and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and all of the Restrictions shall run with the land, shall inure to the benefit of and pass with each and every portion of Parcel 3, and shall apply to and bind the respective successors in interest thereof. Each and all of the Restrictions are for the benefit of and enforceable by the City, upon a determination of a violation by an Applicable Regulatory Agency. Each and all of the Restrictions is also for the benefit of Parcels 1 and 2, which otherwise would not be created or developed. Each and all of the Restrictions run with the land pursuant to Section 1471 of the California Civil Code and any other applicable authority. Covenantor and DTSC enter into this Covenant pursuant to Section 25202.5 of the California Health and Safety Code. The parties intend that EPA be a third party beneficiary of this Covenant with respect to matters within EPA's jurisdiction, and that the Department and EPA also have the ability to enforce the "Restrictions on Use" imposed under Sections 3.1, 3.1.1, 3.1.2 and 3.1.3 of this Covenant relating to human health or the environment, which are for their benefit.

2.2 Binding Upon Owners/Occupants. Pursuant to California Health and Safety Code Section 25202.5(b) and California Civil Code Section 1471(b), all purchasers, lessees, or Owners of any portion of the Parcel 3 shall be bound by this Covenant and agree for and among themselves, their heirs, successors, and assignees and the agents, employees, and lessees of such parties that their interest in Parcel 3 shall be subject to the Restrictions contained herein.

2.3 Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference by Covenantor and Owner/Occupants in each and all deeds, leases, subleases, licenses, and rental agreements for any portion of Parcel 3 pursuant to Sections 1468, 1469, and 1470 of the California Civil Code, as applicable, including an express acknowledgment by each purchaser, lessee, or possessor that they bind themselves, their heirs, successors and assignees, and the agents, employees, and lessees of such parties to the Restrictions contained herein.

2.4. Notwithstanding any other provision of this Covenant, to the extent any future modifications of or changes to the "Restrictions on Use" imposed under Sections 3.1, 3.1.1, 3.1.2 and 3.1.3 of this Covenant would be inconsistent with the requirements set forth in Section VII(c)(2) of the Order, prior approval of such modifications/changes must be obtained from EPA.

3. DEVELOPMENT, USE, AND CONVEYANCE OF THE PROPERTY

3.1 Restrictions on Use. The restrictions on use set forth in Section 3.1.1.(a) are based on the statutory prohibitions contained in Section 25232 of the Health and

Safety Code and the administrative record for EPA's groundwater remedy decision and are not based on any health risk assessment that indicates a specific risk on this Parcel to adults or children. It is the intent of the Owner, Covenantor, the City and DTSC that these specific deed restrictions may be amended in the future pursuant to the processes set forth in Section 25202.6 of the California Health and Safety Code. Owner and Covenantor promises to restrict the use of Parcel 3 as follows:

3.1.1 Use of Parcel 3 shall be permanently restricted as follows:

(a) Owner shall not initiate any construction or placement of a building or structure on Parcel 3 which is intended for use as any of the following, or allow the new use of any existing structure for the purpose of serving as any of the following:

- (1) A residence, including any mobile home or factory built housing constructed or installed for use as permanently occupied human habitation;
- (2) A hospital for humans;
- (3) A school for persons under 21 years of age;
- (4) A day care center for children;
- (5) Any permanently occupied human habitation; or
- (6) A park or playground, provided that a golf course shall not be considered to be a park or playground.

(b) The groundwater directly beneath the closed Class I Landfill shall not be used as a source of drinking water. Other groundwater beneath Parcel 3 shall not be used as a source of drinking water unless it meets applicable regulatory standards.

(c) Owner shall provide written notice to EPA, DTSC and the City at least 14 days before excavated soils can be removed from Parcel 3, except that this requirement does not apply to soils transported under a California uniform hazardous waste manifest to a permitted RCRA Subtitle C facility. Nothing in this section shall relieve Owner of its obligations to comply with applicable laws, regulations, permits and orders (including any applicable permit modification requirements).

(d) The prohibition of uses in subdivision (a) of this Section 3.1.1 shall not be construed to limit the authority of the City to require approval for any other land use on Parcel 3 not specified in subsection (a) above.

(e) Pursuant to the HWCA, Title 22 of the California Code of Regulations ("CCR"), RCRA, and Title 40 of the Code of Federal Regulations ("CFR"), Owner promises that no use shall be allowed to disturb the integrity or interfere with the operation of the closed Class I Landfill final cover, liner(s), or other components of any hazardous waste containment system, including but not limited to the landfill gas collection system, or the function of any hazardous waste monitoring system, or interfere with any other Corrective Action or post closure requirement, including the Post-Closure Permit, to the extent such requirements remain in effect, unless the Applicable Regulatory Agency finds that the disturbance or interference:

(1) Is necessary to the proposed use of Parcel 3 and will not increase the potential hazard to human health or the environment;

(2) Is necessary to reduce a threat to human health or the environment; or

(3) Is otherwise necessary to achieve compliance with environmental requirements of an Applicable Regulatory Agency. (If DTSC is the Applicable Regulatory Agency, pursuant to Title 22, CCR, Section 66264.117, DTSC may not approve disturbance or interference with the Class I Landfill unless DTSC makes Finding (1) or (2) above.)

(f) Pursuant to Title 27 of the CCR, Owner promises that no use of Parcel 3 shall be allowed to disturb the integrity or interfere with the provisions of the Class III Landfill Closure Plan or Post-Closure Plan approved by the CIWMB or with the operation of measures contained therein, to the extent such plans remain in effect, unless the Applicable Regulatory Agency approves such an activity.

(g) Owner shall not grant, lease, or initiate any change in existing approved uses without first giving prior notice to the City, and any other Applicable Regulatory Agency which requires such notice, including but not limited to any notification of EPA or the Department required by Sections 2.4 and 4.1 of this Covenant. The notice shall be given at least ninety (90) days in advance of the proposed change in use, grant, or lease and shall be delivered by personal service or registered mail. The notice shall include a statement identifying the name of the proposed grantee or lessee (if any), all proposed changes in the use of the affected property, a description of how the proposed grant or lease and/or changes in use of the property could impact the performance of the closure and post-closure obligations and any arrangements between the Owner and the proposed grantee or lessee to eliminate those impacts. The provision of notice under this section shall not, by reason of this section, give the noticed parties authority to approve, disapprove or otherwise affect the use, subdivision or lease of Parcel 3 or any part thereof, except as otherwise provided by applicable laws, regulations, permits, and orders or this Covenant. Notice to the City pursuant to this section shall not constitute an application for or approval of any local land use permit or license. Nothing in this section shall relieve Owner of its obligation to comply with applicable laws,

regulations, permits, and orders (including any applicable permit modification requirements).

(h) An Applicable Regulatory Agency, or any person or entity designated by an Applicable Regulatory Agency as requiring access to carry out the purposes of this Covenant or to comply with or enforce applicable statutory and regulatory requirements (including Covenantor), shall have reasonable right of entry and access to Parcel 3, at reasonable times and with reasonable notice (provided such requirements shall not be interpreted to limit the statutory and regulatory authority of any Applicable Regulatory Agency), for inspection, monitoring, maintenance and any other activities consistent with the purposes of this Covenant or otherwise necessary to comply with or enforce applicable statutory and regulatory requirements, provided that, in exercising its rights under this grant of easement, the Applicable Regulatory Agency (or designated entity or person) shall comply with any statutory or regulatory limitations or requirements relating to such entry and shall use its best efforts to minimize disturbance to the Occupants and Improvements on Parcel 3 in accordance with sound and customary environmental management practices. Consistent with that reasonable right of entry and access, Owner hereby grants, and use of Parcel 3 shall be subject to, an easement in favor of an Applicable Regulatory Agency, or any person or entity designated by an Applicable Regulatory Agency as requiring access to carry out the purposes of this Covenant or to comply with or enforce applicable statutory and regulatory requirements (including Covenantor), to enter the property, at reasonable times and with reasonable notice (provided such requirements shall not be interpreted to limit the statutory and regulatory authority of any Applicable Regulatory Agency), for inspection, monitoring, maintenance and to perform any other activities consistent with the purposes of this Covenant or otherwise necessary to comply with or enforce applicable statutory and regulatory requirements, provided that, in exercising its rights under this grant of easement, the Applicable Regulatory Agency (or designated entity or person) shall comply with any statutory or regulatory limitations or requirements relating to such entry and shall use its best efforts to minimize disturbance to the Occupants and Improvements on Parcel 3 in accordance with sound and customary environmental management practices. This easement shall not limit uses of Parcel 3 or Improvements thereon that are consistent with this Covenant.

(i) Owner shall not grant, sell, transfer, or otherwise convey any land or interest in Parcel 3, or any part thereof, (1) without giving appropriate notice to the grantee, buyer or transferee pursuant to Section 25359.7 of the California Health & Safety Code, and Title 22, CCR, Sections 66264.12 and 66265.12, if such notice is required by law or regulation, or (2) in such a manner as to cause or result in impairment of, or interference with, any requirement or obligation of the applicable closure plans or with any conditions of the Hazardous Waste Facility Permit, the Post-Closure Permit, or Corrective Action, to the extent such requirements remain in effect.

(j) Owner shall provide thirty (30) days advance notice to the City and DTSC of any conveyance or other transfer of any ownership interest in Parcel 3 (excluding mortgages, liens, and other non possessory encumbrances) to a third person. The provision of notice under this section shall not, by reason of this section, give the City or DTSC the authority to approve, disapprove, or otherwise affect any sale or other conveyance of Parcel 3, or any part thereof, except as otherwise provided by applicable laws, regulations, permits, and orders or this Covenant. Nothing in this section shall relieve Owner of its obligation to comply with applicable laws, regulations, permits, and orders (including any applicable permit modification requirements).

3.1.2 Use of Parcel 3 shall be further permanently restricted as follows:

(a) Owner shall continue to comply with all applicable orders, permits, plans, regulations, and other requirements regarding the Class I Landfill, to the extent such orders, permits, plans, regulations and requirements remain in effect. These orders, permits, plans, regulations and requirements include but are not limited to: Corrective Action, the Post-Closure Permit, post-closure measures, groundwater monitoring, cap inspections and maintenance, training and recordkeeping.

(b) Owner shall continue to comply with the existing Partial Final Closure and Post-Closure Maintenance Plan approved by the CIWMB for the Class III Landfill and shall subsequently comply with the Final Closure and Post-closure Maintenance Plan as approved by the CIWMB and any other final order or permit requirements regarding the Class III Landfill, to the extent such plans, orders and/or permits remain in effect.

(c) Owner shall not initiate any Improvements on the Class I or Class III Landfills, other than as may be reasonably necessary to comply with closure or post-closure permits, plans, or regulations, routine planting, required landscaping activities, maintenance, emergencies, responses to or prevention of damage from Acts of God, Corrective Action, or other work plans or processes approved or required by the Applicable Regulatory Agency without prior written concurrence of the Applicable Regulatory Agency stating that such Improvements are consistent with the standards set forth in Sections 3.1.1 (e) and (f) above. Nothing in this section shall relieve Owner of its obligation to comply with applicable laws, regulations, permits, and orders (including any applicable permit modification requirements).

(d) In addition to complying with Sections 2.4 and 4.1 of this Covenant, Owner must obtain approval from the City for any changes in use of the Class I or Class III Landfill or for any subdivision of Parcel 3. The City reserves the right to disapprove any proposed change in use if such change is inconsistent with the Restrictions set forth in this Covenant or any permit conditions or otherwise poses a significant threat to public health or the environment. For purposes of this condition, a "change in use" shall mean a significant modification in the land use activities that are allowed as part of any closure or post-closure permit or plan. Changes in use or

ownership of any portion of the Class I or Class III Landfill will be subject to all applicable requirements for a permit modification, if any, in accordance with State law and regulations.

3.1.3 Notwithstanding the subdivision of Parcel 3 or the sale of any or all parcels created thereby, to the extent required by applicable laws, regulations, permits or orders, Covenantor shall be responsible for maintaining and monitoring the integrity of the caps on the Class I and Class III Landfills and for any and all Corrective Action on the Site, as well as compliance with any and all applicable statutory and regulatory requirements regarding the Class I and Class III Landfills. The obligations of Covenantor hereunder shall not affect or limit the liability that any future Owner may otherwise have under the law.

3.2 Enforcement of Landfill Improvement Restrictions. Failure of Owner to comply with any of the requirements set forth in Section 3.1.2(c) shall be grounds for the Applicable Regulatory Agency, by reason of this Covenant, to have the authority to require that Owner modify or remove any Improvements on Parcel 3 constructed in violation of Section 3.1.2(c); provided, however, that Owner shall have thirty (30) days after notice by the Applicable Regulatory Agency of any non-compliance to cure such non-compliance, or to submit a remediation plan to cure such non-compliance for the Applicable Regulatory Agency's approval, prior to any action by the Applicable Regulatory Agency to require modification or removal of any Improvements pursuant to this section. This section shall not prevent Owner from contesting the allegation of non-compliance. Authority provided by this Section 3.2 is in addition to, and does not limit, any other statutory or regulatory authority an Applicable Regulatory Agency may have.

3.3 Notice in Agreements. Owner shall give notice of these Restrictions to all Occupants and subsequent Owners of Parcel 3 by inclusion or exhibit in grant deed restrictions, purchase agreements, "CCRs" (covenants, conditions and restrictions), leases, subleases, or rental agreements of the following statement:

The land described herein contains hazardous waste. Such condition renders the land and the owner, lessee, or other possessor of the land subject to requirements, restrictions, provisions and liabilities contained in Chapter 6.5 (commencing with Section 25100) and Chapter 6.8 (commencing with Section 25301) of Division 20 of the California Health and Safety Code and other applicable permits, orders, laws, and regulations, including an environmental restriction and covenant to restrict use on Parcel 3 in favor of the City of West Covina, the Department of Toxic Substances Control, and the U.S. Environmental Protection Agency, as a third party beneficiary. Additional information can be obtained by

reviewing the files of the U.S. Environmental Protection Agency, the California Department of Toxic Substances Control and the Los Angeles Regional Water Quality Control Board or their successor agencies. This statement is not a declaration that a hazard exists.

4. MODIFICATION OR REMOVAL

4.1 Modification or Removal. Owners and Occupants of Parcel 3, or any portion thereof, desiring to modify or remove the "Restrictions on Use" established by this Covenant shall comply with the following procedures:

(a) Any Owner, or with the Owner's consent, any Occupant, of Parcel 3 or of any portion thereof, shall make a written request to the City.

(b) In addition to Section 4.1(a), for modification or removal of the "Restrictions on Use" imposed under Sections 3.1, 3.1.1, 3.1.2 and 3.1.3 relating to human health or the environment, the Owner of Parcel 3 or any portion thereof shall apply to DTSC. Such application shall be made in accordance with Section 25202.6 of the California Health and Safety Code.

(c) Nothing in this Section 4.1 shall relieve Owners and Occupants from compliance with Section 2.4 of this Covenant and any other applicable laws, regulations, permits, and orders (including any applicable permit modification requirements).

4.2 Term. Unless removed in accordance with Section 4.1, by law or otherwise, this Covenant shall continue in effect in perpetuity.

5. MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, or any portion thereof to the general public or for any purposes whatsoever.

5.2 Notices. Whenever any person desires to give or serve any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed served when delivered (1) if personally delivered to the person being served or to an officer or a corporate party being served or official of a government agency being served, or (2) if mailed by United States mail, postage-paid, certified, return receipt requested to each of the following:

- (a) BKK Corporation
2210 So. Azusa Avenue
West Covina, California 91792

and, if there is a subsequent owner(s), or address, the address of the current Owner(s) of Record.

- (b) Deputy Director
Hazardous Waste Management Division
Department of Toxic Substances Control
P. O. Box 806
Sacramento, California 95812-0806

or, if the current address is no longer valid, the current address of DTSC's Hazardous Waste Management Division or the successor agency or state program which has authority over this Covenant.

- (c) City of West Covina
1444 West Garvey Avenue
West Covina, California 91793
- (d) LEA
1444 West Garvey Avenue
West Covina, California 91793
- (e) Regional Administrator
U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, CA 94105

5.3 Reservation of Rights. The parties reserve all rights they may have in this matter unless expressly waived herein. Nothing in this Covenant shall limit the jurisdiction or authority that Applicable Regulatory Agencies otherwise have under applicable laws, regulations, permits, orders or other legal requirements.

5.4 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion to the extent not materially affected by the invalidated portion, shall remain in full force and effect as if such portion had not been included herein.

5.5 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.6 Recordation. This instrument shall be recorded by Covenantor in the County of Los Angeles immediately after recordation of an approved parcel map creating Parcel 3.

5.7 References. All references to regulatory and statutory sections include successor provisions.

5.8 Counterparts. This Covenant may be executed in counterparts.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

BKK CORPORATION

[Signature] *Kris L. Kazarian*
Print Name KRIS L. KAZARIAN
Title Sec./Treas.

CITY OF WEST COVINA

[Signature] *Benjamin S. Wong*
Print Name BENJAMIN S. WONG
Title MAYOR

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

[Signature] *Jose Kou*
Print Name JOSE KOU
Title Sup. Hq. Subst. Control Page II

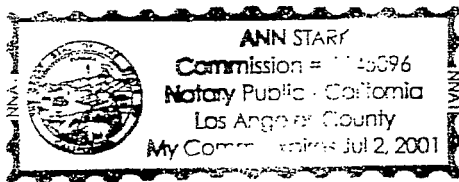


STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On April 16, 2001, before me, the undersigned, a Notary Public duly sworn in the State of California, personally appeared Kris L. Kazerian, personally known to me or proven to me on the basis of satisfactory evidence to be the person who executed the within instrument as Sec./Treas. of BKK Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



Ann Stark

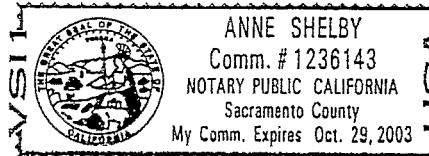
STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On April 17, 2001, before me, the undersigned, a Notary Public duly sworn in the State of California, personally appeared Jose K au, personally known to me or proven to me on the basis of satisfactory evidence to be the person who executed the within instrument as Supervisory Hazardous Substances Engineer II of the Department of Toxic Substances Control, the agency that executed the within instrument, and acknowledged to me that such agency executed the same.

WITNESS my hand and official seal.

Anne Shelby

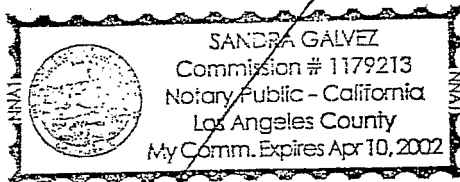


STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On MAY 8, 2001, before me, the undersigned, a Notary Public duly sworn in the State of California, personally appeared BENJAMIN J. WONG personally known to me or ~~proven to me on the basis of satisfactory evidence~~ to be the person who executed the within instrument as MAYOR of the City of West Covina, the agency that executed the within instrument, and acknowledged to me that such agency executed the same.

WITNESS my hand and official seal.



Sandra Galvez

See Attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of CALIFORNIA

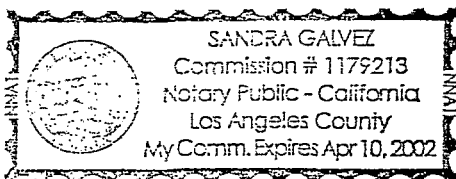
County of LOS ANGELES

On MAY 8, 2001 before me, SANDRA GALVEZ, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared BENJAMIN S. WONG
NAME(S) OF SIGNER(S)

☒ personally known to me ~~OR~~ ☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sandra Galvez
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

CITY OF WEST COVINA

DESCRIPTION OF ATTACHED DOCUMENT

ENVIRONMENTAL RESTRICTION COVENANT & AGREEMENT TO RESTRICT USE OF PROPERTY (PARCELS)

TITLE OR TYPE OF DOCUMENT

THIRTEEN PLUS THREE EXHIBITS

NUMBER OF PAGES

APRIL 17, 2001

DATE OF DOCUMENT

KRIS L. KAZARIAN
JOSE KOU

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A-1"

(PARCEL MAP)

PARCEL 3 OF PARCEL MAP NO. 24585, IN THE CITY OF WEST COVINA, AS PER MAP FILED IN BOOK 301 PAGES 61 THROUGH 68 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBONS AND ALL MINERALS, TOGETHER WITH THE RIGHT TO DEVELOP, PRODUCE AND EXTRACT THE SAME, AS GRANTED TO NARCISSE S. GARNIER, ET AL., BY DEED RECORDED SEPTEMBER 29, 1944 IN BOOK 21288 PAGE 260, OFFICIAL RECORDS.

BY INSTRUMENTS OF RECORD, THE OWNERS OF SAID OIL, GAS, AND OTHER HYDROCARBONS AND MINERALS, RELINQUISHED ALL OF THEIR RIGHTS TO ENTER UPON THE SURFACE OF SAID LAND OR THE SUBSURFACE THEREOF TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, (MEASURED VERTICALLY FROM THE SURFACE, FOR THE PURPOSE OF DEVELOPING, PRODUCING AND EXTRACTING THE SAME.

EXHIBIT "A-2"

[Map of Class I and Class III Landfills]

EXHIBIT "A-3"

[Excerpt from EPA Consent Order]

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 9

IN THE MATTER OF:

BKK CORPORATION
2210 South Azusa Avenue
West Covina, CA 91792
CAD067786749

RESPONDENT

)
) ADMINISTRATIVE ORDER
) ON CONSENT
)
) U.S. EPA Docket No.
) RCRA-9-2000-0003
)
)
) Proceeding under Section
) 3008(h) of the Resource
) Conservation and Recovery
) Act, as amended, 42 U.S.C.
) Section 6928(h).

III. STATEMENT OF PURPOSE

In entering into this Consent Order, the mutual objectives of EPA and BKK are:

1. To implement the corrective measures (remedy) selected by EPA to remediate groundwater at the Facility;

2. To perform Interim Measures ("IM") at the Facility to relieve threats, if any, to human health and/or the environment resulting from actual or threatened groundwater contamination or the performance of any activities in accordance with this Consent Order; and

3. To perform any other activities necessary to correct actual or potential threats to human health and/or the environment resulting from the release or potential release to groundwater of hazardous waste or hazardous constituents from the Facility.

IV. FINDINGS OF FACT

1. BKK is a company doing business in the State of California and is a person as defined in Section 1004(15) of RCRA, 42 U.S.C. 6903(15).

2. BKK owns 583 acres of real property located at 2210 South Azusa Avenue, West Covina, California 91792. A legal description of that property is attached hereto as Attachment 1 and incorporated herein by reference. BKK is the owner and operator of a hazardous waste landfill ("Class I landfill") on that property consisting of approximately 190 acres where hazardous wastes were disposed of up until December 1, 1984. However, for purposes of the investigation and any corrective measures that may be required under this Consent Order, the term "Facility" shall mean the contiguous 583 acres of real property owned by BKK including the approximately 190 acres where hazardous wastes were disposed.

3. BKK owned and operated the Facility as a hazardous waste management facility on and after November 19, 1980, the applicable date which renders facilities subject to interim status requirements or the requirement to have a permit under Sections 3004 and 3005 of RCRA, 42 U.S.C. Sections 6924 and 6925. BKK engaged in disposal of hazardous waste at the Facility subject to the interim status requirements (40 CFR Part 265).

4. Pursuant to Section 3010 of RCRA, 42 U.S.C. Section 6930, BKK notified EPA of its hazardous waste activity. In its notification dated on or about July 25, 1980, BKK identified itself as an owner and operator of a treatment, storage and/or disposal facility.

5. On or about November 19, 1980, BKK submitted to EPA a RCRA Part A permit application which included a list of the wastes disposed by BKK at the Facility designated by EPA hazardous waste numbers. On or about August 1, 1983, BKK submitted a revised RCRA Part A permit application to EPA with an expanded list of wastes disposed at the Facility. BKK handled at the Facility the hazardous wastes identified in Section IV, Paragraph 5, of the March 31, 1989 RCRA 3008(h) Administrative Order on Consent, U.S. EPA Docket No. RCRA-09-89-0019.

6. Facility Background

a. BKK has operated the Facility as both a municipal refuse and hazardous waste disposal landfill. The Facility accepted hazardous waste for disposal from 1972 to 1984. During that time, approximately 3.4 million tons of liquid and solid hazardous wastes were disposed, together with nonhazardous wastes in the approximately 190 acre unlined Class I landfill. A closure plan for the Class I landfill was approved by the EPA, the Los Angeles Regional Water Quality Control Board and the Department of Health Services Toxic Substances Control Division (now Department of Toxic Substances Control) on December 23, 1986. A RCRA operating permit was issued for the leachate treatment plant on June 24, 1987, and the plant began full operation in November of 1987. On May 15, 1989, BKK certified that the Class I landfill had been closed by BKK on March 15, 1989. Closure included installation of a clay and vegetative cover, a gas collection system, and construction of a leachate treatment plant. BKK also operated an adjacent lined, municipal solid waste ("Class III") landfill from 1987 to 1996. The Class III landfill stopped accepting waste in September 1996, and is currently undergoing final closure. (The areas where the Class I and Class III landfills are located are identified in figures 1 and 2 of the document titled, "Remedy Decision for Contaminated Groundwater at the BKK Landfill in West Covina, California", dated February 10, 2000 [Attachment 7 hereto]).

b. The Facility includes the following Solid Waste Management Units:

<u>Unit Name</u>	<u>Status</u>	<u>Wastes Received/Generated</u>
Class I Landfill	Closed	Listed Wastes D,F,K,P,U, Asbestos, Municipal Trash
Leachate Treatment Plant/Air Stripper	Active	Leachate/Sludge/Effluent
Class III Landfill	Closing /Inactive	Municipal Trash, Asbestos
Area D	Inactive	Municipal Trash

c. During the 1980s, a series of investigations found groundwater contamination both on and off-site at the Facility. On March 31, 1989, EPA and BKK entered into a RCRA 3008(h) Administrative Order on Consent, U.S. EPA Docket No. RCRA-09-89-0019, which, among other things, required BKK to investigate the nature and extent of groundwater contamination, and to evaluate corrective measure alternatives (remedial options). As of August 1998, over 200 monitoring wells have been installed at the Facility. Ground water samples collected from these monitoring wells over the past 10 years have been used to determine the extent of the groundwater contamination. The most commonly found contaminants in the groundwater are a group of chemicals called volatile organic compounds ("VOCs"). VOC contaminants in the groundwater at BKK include tetrachloroethene ("PCE"), trichloroethene ("TCE"), vinyl chloride and several others. The groundwater monitoring confirmed that contaminated groundwater had migrated off-site and under residential areas. Pursuant to the EPA Order, BKK evaluated and suggested potential options for remediating the contaminated groundwater. The remedial options are contained in a Corrective Measures Study ("CMS") report, which was submitted by BKK to EPA in February 1998.

d. On August 11, 1998, EPA published a proposed remedy to address groundwater contamination at the Facility and began a 60 day public comment period that ended on October 9, 1998. EPA proposed that BKK implement a "contain and control" remedy, designed to contain wastes on-site and to control further off-site movement of contaminated groundwater. The proposed remedy included the installation and operation of approximately 60 new leachate and groundwater extraction wells. The rationale for the proposed remedy is contained in an EPA document titled,

"Proposed Groundwater Statement of Basis for BKK Landfill", dated August 11, 1998.

e. EPA received 182 public comments on the proposed groundwater remedy for the Facility. EPA responded to the public comments and after further deliberation, selected a groundwater remedy for the Facility. EPA's rationale for selecting the groundwater remedy is contained in the document titled, "Remedy Decision for Contaminated Groundwater at the BKK Landfill in West Covina, California", dated February 10, 2000. The "Final Groundwater Statement of Basis for BKK Landfill", dated February 2000, provides information considered in selecting the remedy. EPA's response to all the comments received during the public comment period are included in the "Response to Comments BKK Landfill, West Covina California, CAD067786749 Groundwater Remedy", dated February 2000, which is available in EPA's administrative record for the Facility.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the findings of fact, and after consideration of the Administrative Record, the Director has made the following conclusions of law and determinations:

1. BKK is a "person" within the meaning of Section 1004(15) of RCRA, 42 U.S.C. §6903(15).
2. BKK is the owner or operator of a facility that has operated and is operating under interim status subject to §3005(e) of RCRA, 42 U.S.C. §6925(e).
3. Certain wastes and constituents found at the Facility are hazardous wastes and/or hazardous constituents pursuant to §1004(5) of RCRA, 42 U.S.C. §6903(5), §3001 of RCRA, 42 U.S.C. §6921, 40 CFR Part 261 and Subpart S §264.501, 55 FR 30874 July 27, 1990.
4. There have been and may continue to be releases of hazardous wastes or hazardous constituents into the environment from the Facility.
5. The actions required by this Consent Order are necessary to protect human health and/or the environment.

- Construction Completion Report
- Corrective Measures Completion Report
- Draft and Final Performance Monitoring Plans

The containment area must be defined and the capture zone analysis must be conducted as part of developing the design of the pump and treat system.

3. EPA will review all required CMI documents (except Health and Safety Plan) and notify BKK in writing of EPA's approval or disapproval, including any comments and/or modifications, in accordance with Section VIII: Agency Approval/Submittals/Proposed Contractor/Additional Work.

4. BKK shall complete the construction (drilling, installation and development) and startup of the new perimeter leachate and groundwater extraction wells that are part of the pump and treat system and complete construction of the new groundwater monitoring wells for the Southwest Area within 24 months after approval of the CMIP by EPA. BKK shall complete construction and startup of the ground water extraction wells in the off-site Southeast Area and on-site groundwater and leachate extraction wells in the North Saddle Area within 30 months after CMIP approval by EPA. The Southwest Area, Southeast Area and North Saddle Area are depicted in figure 2 of the EPA Groundwater Remedy Decision Document (Attachment 7 hereto).

C. INSTITUTIONAL CONTROLS

1. Commencing on the effective date of this Consent Order, BKK shall refrain from using the Facility in any manner that would interfere with implementation of remedial measures or adversely affect the integrity or protectiveness of the remedial measures to be implemented pursuant to this Consent Order.

2. BKK shall, within 60 days of the effective date of this Consent Order, submit to EPA for review and approval a draft restrictive covenant that is enforceable under the laws of the State of California. This covenant shall include, but not be limited to, the land/water use prohibitions and requirements listed below.

- A prohibition, pursuant to Article 11 of Chapter 6.5 of the California Health and Safety Code, that the 583 acre Facility shall not be used for residences, hospitals, schools, day-care centers, parks, playgrounds, or any permanently occupied human habitation. For the purposes of this prohibition, a

golf course is neither a park nor a playground.

- ▶ A prohibition that the groundwater directly beneath the BKK closed hazardous waste (Class I) landfill shall not be used as a source of drinking water.
- ▶ A requirement that BKK provide written notification to EPA at least 14 days before excavated soils can be removed from "Parcel 3," on which the Class I and Class III landfills are situated, ("Parcel 3" is identified on Attachment 9 hereto, incorporated herein by this reference as if fully set forth). This requirement does not apply to soils transported pursuant to a RCRA hazardous waste manifest to a permitted RCRA Subtitle C facility.
- ▶ A requirement that BKK maintain and monitor the integrity of the cap of the closed Class I landfill and inactive/closing Class III landfill.

BKK shall grant the access rights and the rights to enforce the land/water use restrictions to DTSC. EPA shall be identified in the language of the covenant itself as a third party beneficiary of the land/water use restrictions, with the ability to enforce such restrictions.

BKK shall execute and record in the Recorder's Office of Los Angeles County, State of California, a restrictive covenant, running with the land, acceptable to DTSC and EPA; that provides for the right to enforce the land/water use restrictions listed above, and/or other restrictions that EPA and DTSC determine are necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Order.

Within 15 days of EPA's or DTSC's approval and acceptance of the restrictive covenant, whichever comes later, BKK shall update the title search and, if it is determined that nothing has occurred since the effective date of the commitment or report to affect the title adversely, record the restrictive covenant with the Recorder's Office of Los Angeles County. Within 30 days of recording the restrictive covenant, BKK shall provide EPA and DTSC with acceptable evidence of the final title, and a certified copy of the original recorded restrictive covenant showing the clerk's recording stamps.

3. BKK shall attach a copy of this Consent Order and the EPA Groundwater Remedy Decision Document to any document related to selling, leasing, transferring and/or developing the Facility

property. BKK shall condition all transactions related to selling, leasing, transferring and/or developing the Facility property on compliance with the terms of this Consent Order. If the City of West Covina grants land use entitlements for all or any part of the development of a business park or other commercial development on approximately 100 acres on the western side of the Facility ("Parcel 1") (Parcel 1 is identified on Attachment 8 hereto, incorporated herein by this reference as if fully set forth), BKK or its successor shall not be subject to this Paragraph 3 with respect to sub-lessees of that development. Simultaneously with the submittal of the CMIP, BKK shall submit to EPA for approval a fact sheet summarizing the nature of remedial activities to be carried out pursuant to this Consent Order, the conditions relating to prohibiting interference with BKK's compliance with the terms of this Consent Order and the land/water use restrictions required by this Consent Order (the "Fact Sheet"). Upon its approval by EPA, BKK shall attach a copy of the Fact Sheet to any document related to selling, leasing, transferring and/or developing the Facility property and shall require that the Fact Sheet be provided to any sub-lessees of Parcel 1. Upon its approval by EPA, the Fact Sheet may be provided to any lessee of all or any portion of Parcel 1 in lieu of this Consent Order and the Groundwater Remedy Decision Document.

4. BKK shall condition all transactions related to selling, leasing, transferring and/or developing the Facility property on not interfering with BKK's compliance with the terms of this Consent Order.

5. Nothing in this subsection C. shall be interpreted as: (1) limiting EPA's authority to require BKK to take any action with respect to soils at the Facility in accordance with the March 31, 1989 RCRA 3008(h) Administrative Order on Consent, U.S. EPA Docket No. RCRA -09-89-0019, or in accordance with any other applicable authorities; or (2) relieving BKK of its obligations to comply with RCRA or any other applicable environmental requirements.

D. FINANCIAL ASSURANCE

1. Financial Assurance for Operation, Monitoring and Maintenance

BKK shall establish a financial assurance mechanism for the entire amount needed for operation, monitoring and maintenance ("OMM") unless BKK can make a demonstration to EPA's satisfaction in accordance with the provisions of this Section VII.D. EPA has previously stated, in a March 30, 2000 letter to BKK, that "...BKK will have an opportunity to provide EPA with a cost

3 PARCELS
583.21 ACRES

PARCEL MAP NO. 24585

SHEET 1 OF 8 SHEETS

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF RANCHO LA PUENTE, A PORTION OF SAID RANCHO DESIGNATED AS "LOT NO. 1, 1769.46AC" AS SHOWN ON MAP RECORDED IN BOOK 1260 PAGE 163, OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

HUITT-ZOLIARS

SUBDIVIDER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE SUBDIVIDER OF THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ALAN TUNLAND ON APRIL 3, 2000. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, THAT THE FOUND MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

B.K.K. CO., A CALIFORNIA CORPORATION, SUBDIVIDER.

BY: Ben K. Kazarian Jr. BY: Kris L. Kazarian
(PRINT NAME) (PRINT NAME)
CHIEF EXECUTIVE OFFICER TREASURER
(PRINT TITLE) (PRINT TITLE)



James L. Garvin
JAMES L. GARVIN, L.S. 6343
MY REGISTRATION EXPIRES 12/31/02

RECORD OWNER IS: B.K.K. CO., A CALIFORNIA CORPORATION

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN C.O.R.S. STATIONS "LONG" AND "CLAR" BEING N89°37'16"W AS DERIVED FROM DATA AS SHOWN ON RECORD OF SURVEY 96-1054, R.S.B. 744/1-16, RECORDS OF ORANGE COUNTY, CALIFORNIA.

DATUM STATEMENT:

COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, BASED ON NATIONAL GEODETIC SURVEY VALUES FOR NAD 83, EPOCH 1995.5 PER RECORD OF SURVEY 96-1054, R.S.B. 744/1-16, RECORDS OF ORANGE COUNTY, CALIFORNIA.

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF WEST COVINA APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

DATE: _____ BY: _____
CITY ENGINEER
RCE NO. 51693 EXP. 6/30/02

COUNTY ENGINEERS CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT COMPLIES WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED TO BY THE CITY ENGINEER.

DATE: _____ BY: _____
DEPUTY COUNTY ENGINEER
RCE NO. _____ EXP. _____

SPECIAL ASSESSMENT CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF WEST COVINA, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

CITY TREASURER OF THE CITY OF WEST COVINA _____ DATE _____

CITY COUNCIL CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF WEST COVINA AT A MEETING HELD ON _____, APPROVED THE ATTACHED MAP.

CITY CLERK OF THE CITY OF WEST COVINA _____ DATE _____

BOUNDARY LEGEND

• • • • • INDICATES THE BOUNDARY
OF THE LAND BEING SUBDIVIDED BY THIS MAP.

STATE OF California)
)55
COUNTY OF Los Angeles)

ON THIS 16 DAY OF February, 2001, BEFORE ME,
Ann Stark, A NOTARY PUBLIC IN AND FOR SAID STATE,
PERSONALLY APPEARED Ben K. Kazarian Jr. AND
Kris L. Kazarian, PERSONALLY KNOWN TO ME OR PROVED TO ME
ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES
ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR
SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF
OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: MY COMMISSION EXPIRES 1/22/01
Ann Stark
NOTARY PUBLIC IN AND FOR SAID STATE MY PRINCIPAL PLACE OF BUSINESS
IS IN Los Angeles COUNTY.
Ann Stark
PRINT NAME

PARCEL MAP NO. 24585

SHEET 2 OF 8 SHEETS

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

HUITT-ZOLIARS

EASEMENT NOTES:

- (A) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 7/28/86 AS INSTRUMENT NO. 86-948720, O.R.
- (B) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 4/10/86 AS INSTRUMENT NO. 86-444204, O.R.
- (C) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA GAS COMPANY PER DOCUMENT RECORDED 5/13/86 AS INSTRUMENT NO. 86-593404, O.R.
- (D) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 10/21/83 AS INSTRUMENT NO. 83-1246439, O.R.
- (E) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 2/25/82 AS INSTRUMENT NO. 82-201605, O.R.
- (F) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 12/19/75 AS INSTRUMENT NO. 3553, O.R.
- (G) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 10/30/79 AS INSTRUMENT NO. 79-1218678, O.R.
- (H) AN EASEMENT FOR STREET AND HIGHWAY PURPOSES OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 8/6/65 AS INSTRUMENT NO. 3399, IN BOOK D-3007 PAGE 251, O.R.
- (I) AN EASEMENT FOR STORM DRAIN, SLOPE, INGRESS AND EGRESS OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 8/6/65 AS INSTRUMENT NO. 3399, IN BOOK D-3007 PAGE 251, O.R.
- (J) AN EASEMENT FOR STORM DRAIN, SLOPE, INGRESS AND EGRESS PURPOSES OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 11/8/65 AS INSTRUMENT NO. 3376 IN BOOK D-3108 PAGE 810, O.R.
- (K) AN EASEMENT FOR UTILITY PURPOSES OF GENERAL TELEPHONE COMPANY OF CALIFORNIA PER DOCUMENT RECORDED 3/8/66 AS INSTRUMENT NO. 2562 IN BOOK D-3230 PAGE 192, O.R.
- (L) AN EASEMENT FOR SLOPE, INGRESS AND EGRESS PURPOSES OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 12/19/66 AS INSTRUMENT NO. 1394 IN BOOK D-3510 PAGE 316, O.R.
- AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED AS INSTRUMENT NO. 92-1656736, O.R. SAID EASEMENT IS INDETERMINATE IN NATURE.
- AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED AS INSTRUMENT NO. 92-1656737, O.R. SAID EASEMENT IS INDETERMINATE IN NATURE.
- MINNESOTA METHANE LLC, A WYOMING LIMITED LIABILITY COMPANY, GROUND LEASE HEREIN PER INSTRUMENT NO. 96-2059804, O.R. ; RECORDED 12/23/96

MONUMENT NOTES:

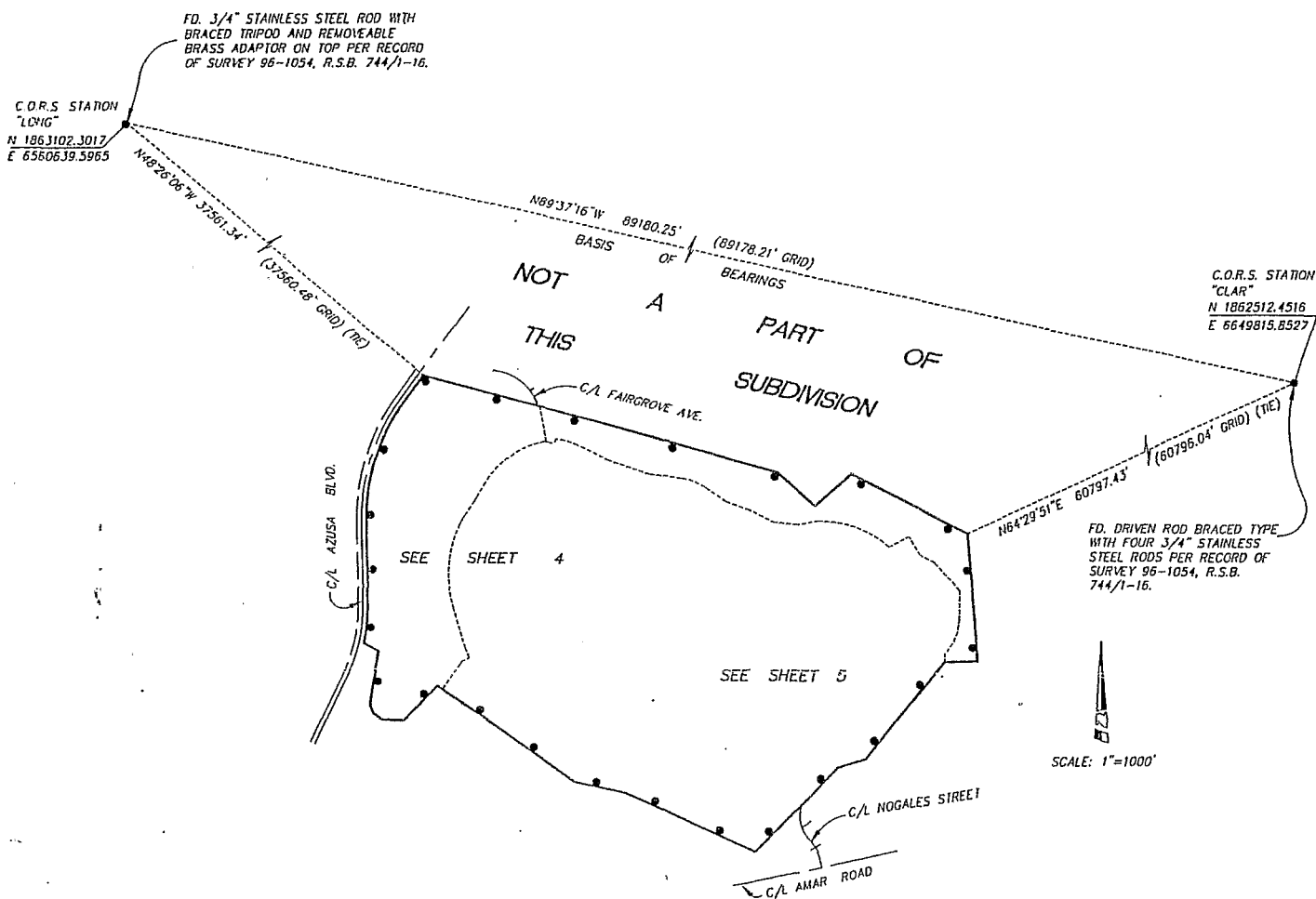
- INDICATES FOUND MONUMENT AS NOTED.
- ▲ INDICATES FOUND SPIKE AND WASHER STAMPED "RCE 16362" PER TRACT NO. 32281, M.B. 907/29-32.
- INDICATES LOCATION OF 2" I.P. TAGGED "PLS 6343" TO BE SET WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS.

SURVEYORS NOTES:

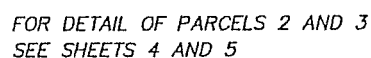
ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED.
TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.99997708.
(C.O.R.S.) CALIFORNIA CONTINUOUSLY OPERATING REFERENCE STATION.

BASIS OF BEARINGS:

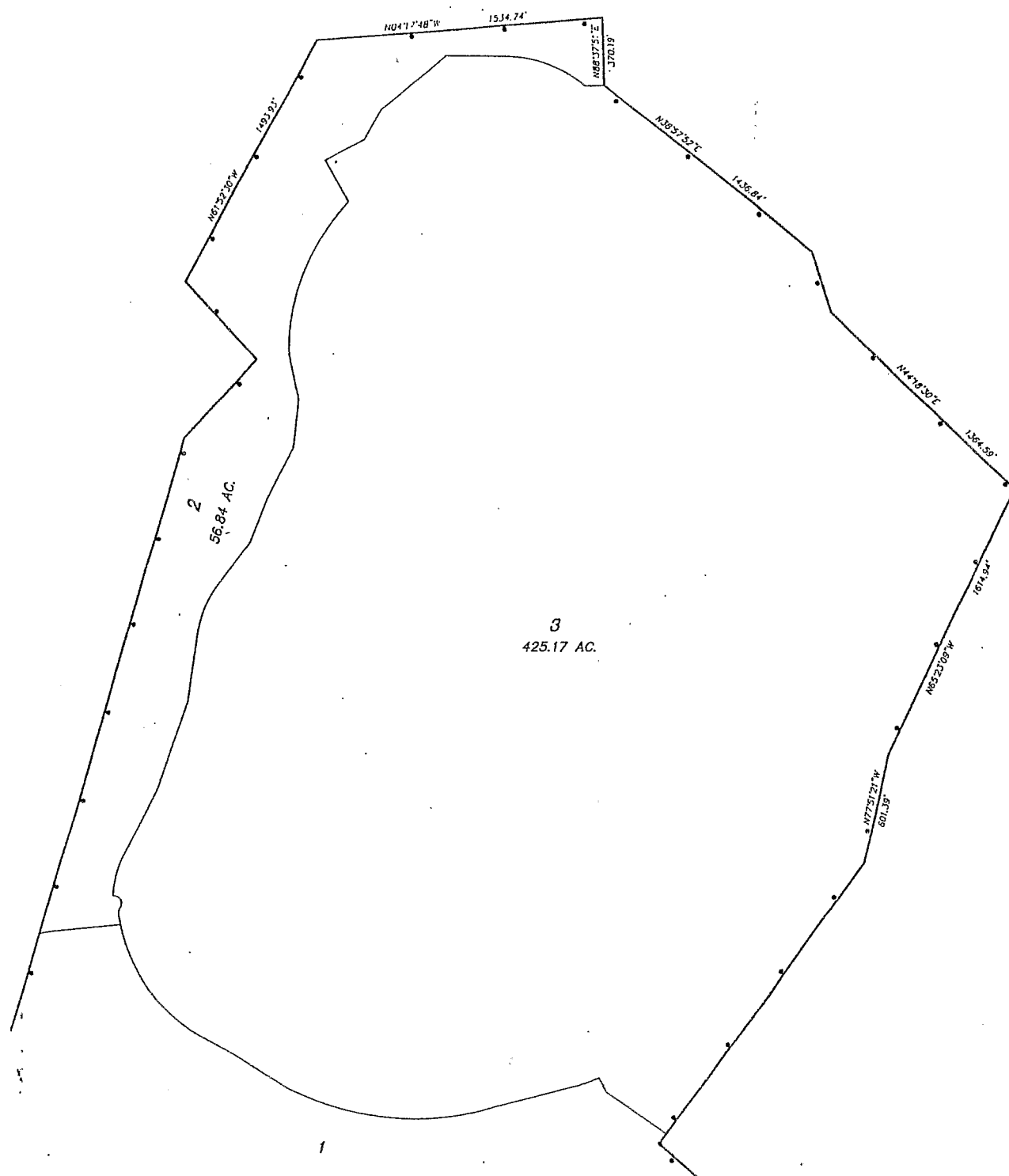
BASIS OF BEARINGS FOR THIS MAP WERE TAKEN BETWEEN (C.O.R.S. STATIONS "LONG" AND "CLAR" AS SHOWN ON R.S. 96-1054 FILED IN BOOK 160, PAGES 1 THROUGH 16 OF RECORD OF SURVEY; RECORDS OF ORANGE COUNTY.



BASIS OF BEARINGS AND SHEET INDEX MAP

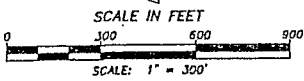


NOTES:
SEE SHEET 2 FOR MONUMENT NOTES, EASEMENT NOTES,
BASIS OF BEARINGS AND SHEET INDEX MAP.
SEE SHEETS 4 AND 5 FOR DETAIL OF PARCELS 2 AND 3
SEE SHEETS 6, 7 AND 8 FOR ADDITIONAL EASEMENTS AND/OR
EASEMENT DIMENSIONING.



PARCEL MAP NO. 24585

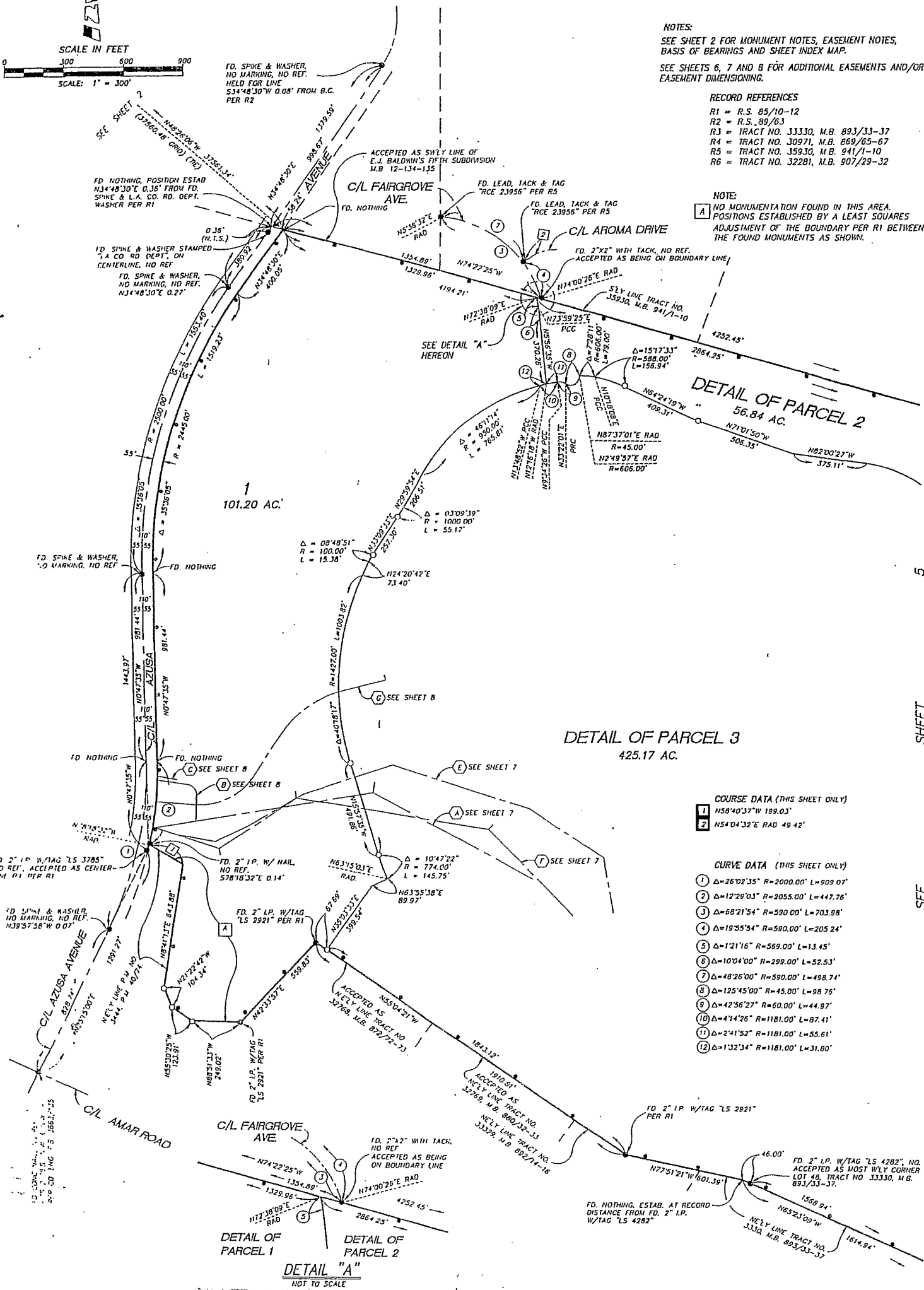
IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



NOTES:
SEE SHEET 2 FOR MONUMENT NOTES, EASEMENT NOTES,
BASIS OF BEARINGS AND SHEET INDEX MAP.
SEE SHEETS 6, 7 AND 8 FOR ADDITIONAL EASEMENTS AND/OR
EASEMENT DIMENSIONING.

RECORD REFERENCES
R1 = R.S. 85/10-12
R2 = R.S. 89/63
R3 = TRACT NO. J3330, M.B. 893/33-37
R4 = TRACT NO. J0971, M.B. 869/65-67
R5 = TRACT NO. J5930, M.B. 941/1-10
R6 = TRACT NO. J2281, M.B. 907/29-32

NOTE:
[A] NO MONUMENTATION FOUND IN THIS AREA.
POSITIONS ESTABLISHED BY A LEAST SQUARES
ADJUSTMENT OF THE BOUNDARY PER R1 BETWEEN
THE FOUND MONUMENTS AS SHOWN.



COURSE DATA (THIS SHEET ONLY)
1 N58°40'37\" W 199.03'
2 N54°04'32\" E RAD 49.42'

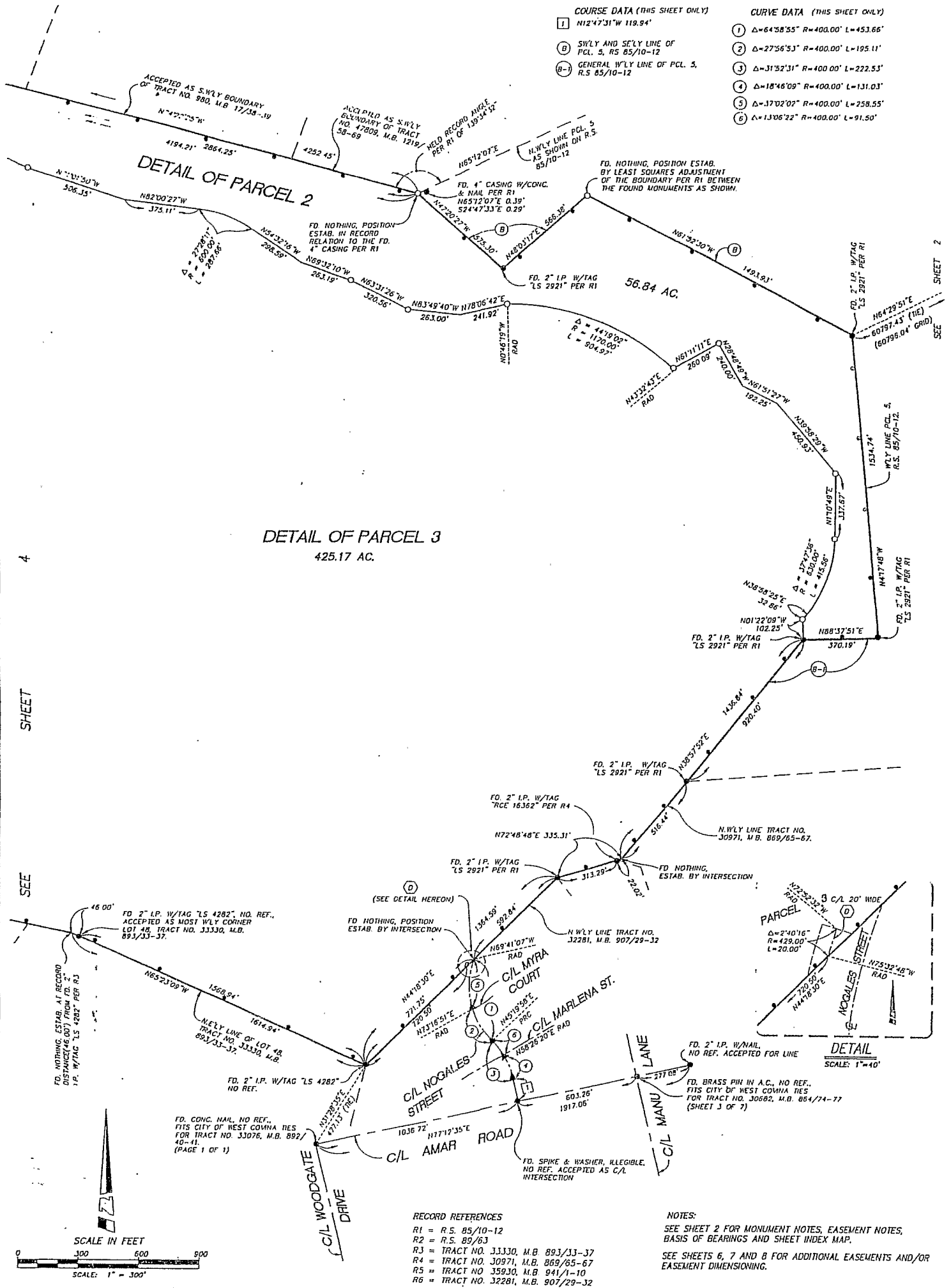
CURVE DATA (THIS SHEET ONLY)
1 Δ=26°02'35\" R=2000.00' L=909.07'
2 Δ=12°29'03\" R=2055.00' L=447.76'
3 Δ=68°21'54\" R=590.00' L=703.98'
4 Δ=19°35'34\" R=590.00' L=205.24'
5 Δ=12°11'16\" R=569.00' L=13.45'
6 Δ=10°04'00\" R=299.00' L=52.53'
7 Δ=48°26'00\" R=590.00' L=498.74'
8 Δ=125°45'00\" R=45.00' L=98.76'
9 Δ=42°36'27\" R=60.00' L=44.97'
10 Δ=4°14'26\" R=1181.00' L=87.41'
11 Δ=2°41'52\" R=1181.00' L=55.61'
12 Δ=1°32'34\" R=1181.00' L=31.80'

SHEET 5
SEE

PARCEL MAP NO. 24585

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

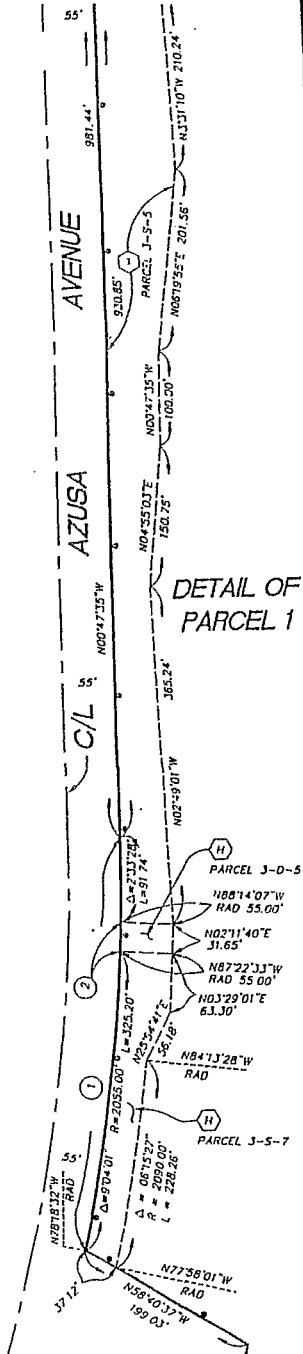
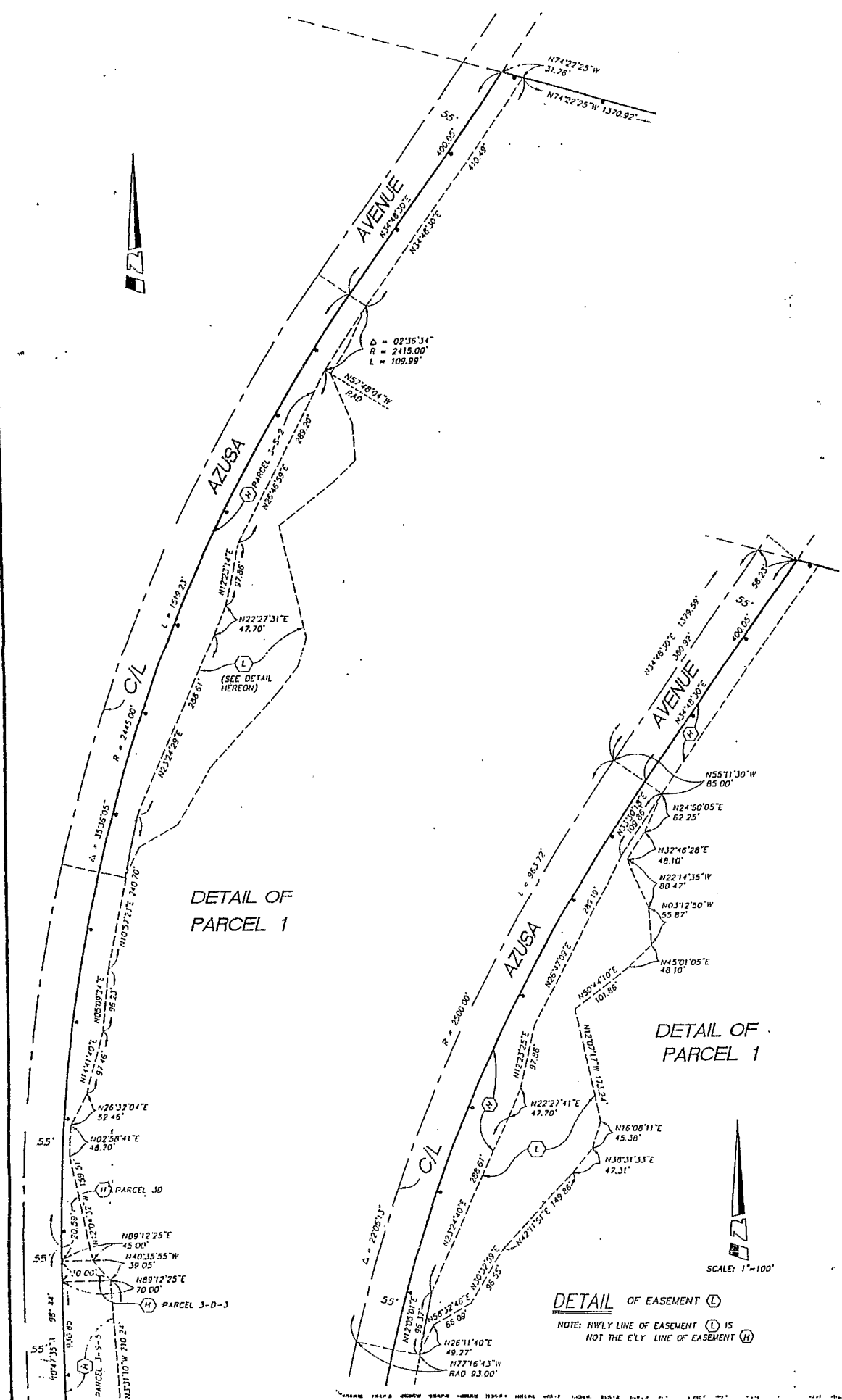
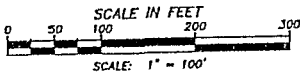
SHEET 5 OF 8 SHEETS



PARCEL MAP NO. 24585
IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

EASEMENT MAP

SEE BELOW LEFT



- CURVE DATA: (THIS SHEET ONLY)
- ① $\Delta = 12'29'03''$ $R = 2055.00'$ $L = 447.76'$
 - ② $\Delta = 0'51'34''$ $R = 2065.00'$ $L = 30.83'$

DETAIL OF EASEMENT (L)
NOTE: NWLY LINE OF EASEMENT (L) IS NOT THE E'LY LINE OF EASEMENT (H)

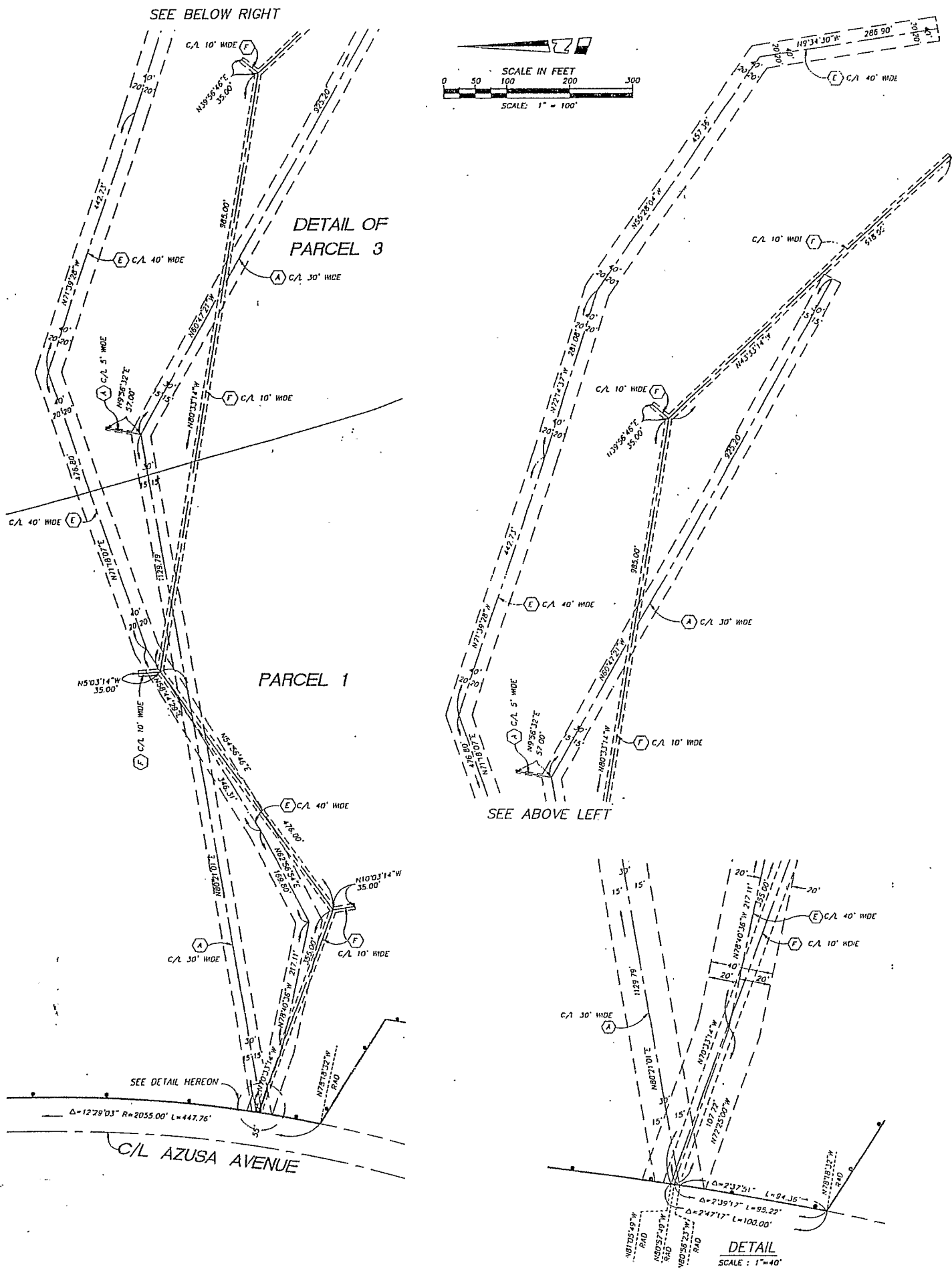
SEE ABOVE RIGHT

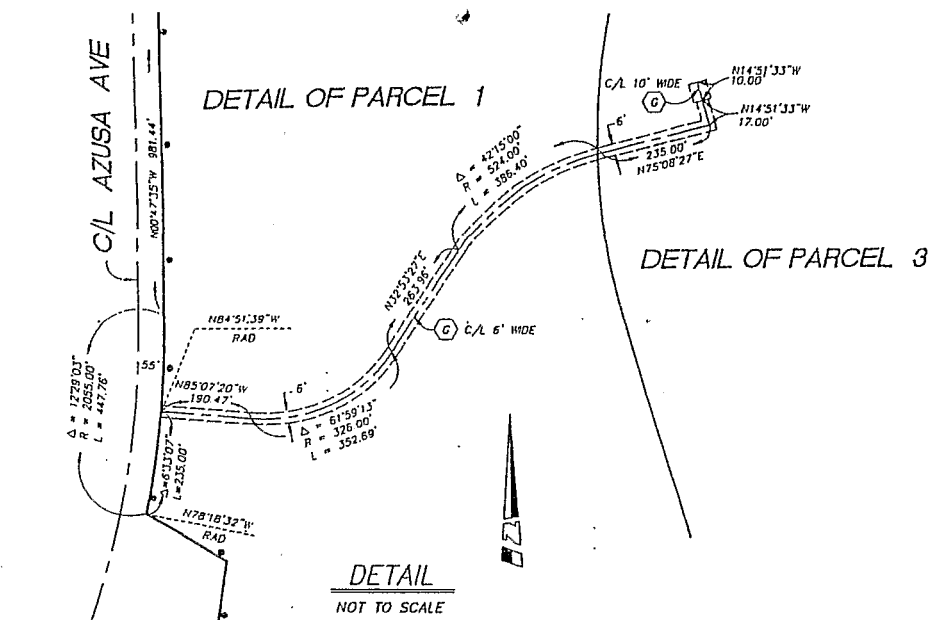
20.1

PARCEL MAP NO. 24585

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

EASEMENT MAP





3 PARCELS
583.21 ACRES

PARCEL MAP NO. 24585

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF RANCHO LA PUENTE, A PORTION OF SAID
RANCHO DESIGNATED AS "LOT NO. 1-1769.46AC," AS SHOWN ON MAP RECORDED IN
BOOK 1260 PAGE 163, OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF
THE COUNTY OF LOS ANGELES.

HUITT-ZOLIARS

BOOK 301 PAGE 61

SHEET 1 OF 8 SHEETS

FILED
AT REQUEST OF OWNER
MAY 14 2001
1 PAST 3 PM
IN BOOK 301
AT PAGE 61-68
OF PARCEL MAPS
LOS ANGELES COUNTY, CA
Register/Recorder/County Clerk
By Carly Hadley
Deputy
FEE \$ 29.-
D.A. 2.-

01-0825091
01-0825091

SUBDIVIDER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE SUBDIVIDER OF THE LANDS INCLUDED WITHIN
THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND
WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

B.K.K. CO., A CALIFORNIA CORPORATION, SUBDIVIDER.

BY: Ben K. Kazarian Jr. BY: Kris L. Kazarian
(PRINT NAME) (PRINT NAME)
CHIEF EXECUTIVE OFFICER TREASURER
(PRINT TITLE) (PRINT TITLE)

RECORD OWNER IS: B.K.K. CO., A CALIFORNIA CORPORATION

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD
SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND
LOCAL ORDINANCE AT THE REQUEST OF ALAN TUNTLAND ON APRIL 5, 2000. I HEREBY
STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR
CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, THAT THE MONUMENTS OF THE
CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE THAT SAID MONUMENTS
ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



James L. Garvin
JAMES L. GARVIN, L.S. 6343
MY REGISTRATION EXPIRES 12/31/02

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN C.O.R.S. STATIONS
"LONG" AND "CLAR" BEING N89°37'16"W AS DERIVED FROM DATA AS SHOWN ON RECORD
OF SURVEY 96-1054, R.S.B. 744/1-16, RECORDS OF ORANGE COUNTY, CALIFORNIA.

DATUM STATEMENT:

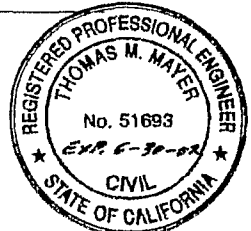
COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, BASED
ON NATIONAL GEODETIC SURVEY VALUES FOR NAD 83, EPOCH 1995.5 PER RECORD OF
SURVEY 96-1054, R.S.B. 744/1-16, RECORDS OF ORANGE COUNTY, CALIFORNIA.

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS
SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF;
THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF WEST COVINA
APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED
WITH; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT 66450
(a) (1) (2) AND (3) HAVE BEEN COMPLIED WITH

DATE: 5/02/01 BY: Thomas M. Mayer
CITY ENGINEER

RCE NO. 51693 EXP. 6/30/02



COUNTY ENGINEERS CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT COMPLIES WITH ALL
PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE
MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL
RESPECTS NOT CERTIFIED TO BY THE CITY ENGINEER.

DATE: 5/14/01 BY: Thomas W. Houghland
DEPUTY COUNTY ENGINEER

RCE NO. 020273 EXP. 9-30-01



SPECIAL ASSESSMENT CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF
THE CITY OF WEST COVINA, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR
ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

Marlene Erickson May 4, 2001
CITY TREASURER OF THE CITY OF WEST COVINA DATE

CITY COUNCIL CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF WEST COVINA AT A MEETING
HELD ON MAY 1, 2001, APPROVED THE ATTACHED MAP, PER RESOLUTION
NO. 2001-95.

Janet Berry MAY 3, 2001
CITY CLERK OF THE CITY OF WEST COVINA DATE

BOUNDARY LEGEND

INDICATES THE BOUNDARY
OF THE LAND BEING SUBDIVIDED BY THIS MAP.

STATE OF California)
COUNTY OF Los Angeles)

ON THIS 15 DAY OF February, 2001, BEFORE ME,
Ann Stark, A NOTARY PUBLIC IN AND FOR SAID STATE,
PERSONALLY APPEARED Ben K. Kazarian Jr. AND
Kris L. Kazarian, PERSONALLY KNOWN TO ME OR PROVED TO ME
ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES
ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR
SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF
OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: MY COMMISSION EXPIRES 7/02/01
Ann Stark MY PRINCIPAL PLACE OF BUSINESS
NOTARY PUBLIC IN AND FOR SAID STATE IS IN Los Angeles COUNTY.

Ann Stark
PRINT NAME

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN
FILED AND DEPOSITS HAVE BEEN MADE THAT ARE
REQUIRED UNDER THE PROVISIONS OF SECTIONS 66450
AND 66453 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER-CLERK OF THE BOARD
OF SUPERVISORS OF THE COUNTY OF LOS
ANGELES, STATE OF CALIFORNIA

BY Deigo B. Brown
DEPUTY 5-14-01

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF
\$ 122,125.00 HAS BEEN FILED WITH THE
CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES
AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE
LAND SHOWN ON MAP OF TRACT NO. /PARCEL MAP NO.
24585 AS REQUIRED BY LAW.

EXECUTIVE OFFICER-CLERK OF THE BOARD
OF SUPERVISORS OF THE COUNTY OF LOS
ANGELES, STATE OF CALIFORNIA

BY Deigo B. Brown
DEPUTY



301/62

BOOK 301 PAGE 62

PARCEL MAP NO. 24585

SHEET 2 OF 8 SHEETS

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

HUITT-ZOLIARS

EASEMENT NOTES:

- (A) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 7/28/86 AS INSTRUMENT NO. 86-948720, O.R.
- (B) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 4/10/86 AS INSTRUMENT NO. 86-444204, O.R.
- (C) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA GAS COMPANY PER DOCUMENT RECORDED 5/13/86 AS INSTRUMENT NO. 86-593404, O.R.
- (D) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 10/21/83 AS INSTRUMENT NO. 83-1246439, O.R.
- (E) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 7/25/82 AS INSTRUMENT NO. 82-201605, O.R.
- (F) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 12/19/75 AS INSTRUMENT NO. 3553, O.R.
- (G) AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED 10/30/79 AS INSTRUMENT NO. 79-1218678, O.R.
- (H) AN EASEMENT FOR STREET AND HIGHWAY PURPOSES OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 8/6/65 AS INSTRUMENT NO. 3399, IN BOOK D-3007 PAGE 251, O.R.
- (I) AN EASEMENT FOR STORM DRAIN, SLOPE, INGRESS AND EGRESS OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 8/6/65 AS INSTRUMENT NO. 3399, IN BOOK D-3007 PAGE 251, O.R.
- (J) AN EASEMENT FOR STORM DRAIN, SLOPE, INGRESS AND EGRESS PURPOSES OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 11/8/65 AS INSTRUMENT NO. 3376 IN BOOK D-3108 PAGE 810, O.R.
- (K) AN EASEMENT FOR UTILITY PURPOSES OF GENERAL TELEPHONE COMPANY OF CALIFORNIA PER DOCUMENT RECORDED 3/8/66 AS INSTRUMENT NO. 2562 IN BOOK D-3230 PAGE 192, O.R.
- (L) AN EASEMENT FOR SLOPE, INGRESS AND EGRESS PURPOSES OF THE CITY OF WEST COVINA PER DOCUMENT RECORDED 12/19/66 AS INSTRUMENT NO. 1394 IN BOOK D-3510 PAGE 316, O.R.
- AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED AS INSTRUMENT NO. 92-1656736, O.R. SAID EASEMENT IS INDETERMINATE IN NATURE.
- AN EASEMENT FOR UTILITY PURPOSES OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED AS INSTRUMENT NO. 92-1656737, O.R. SAID EASEMENT IS INDETERMINATE IN NATURE.
- MINNESOTA METHANE LLC, A WYOMING LIMITED LIABILITY COMPANY, GROUND LEASE HOLDER PER INSTRUMENT NO. 96-2069804, O.R. ; RECORDED 12/23/96.

MONUMENT NOTES:

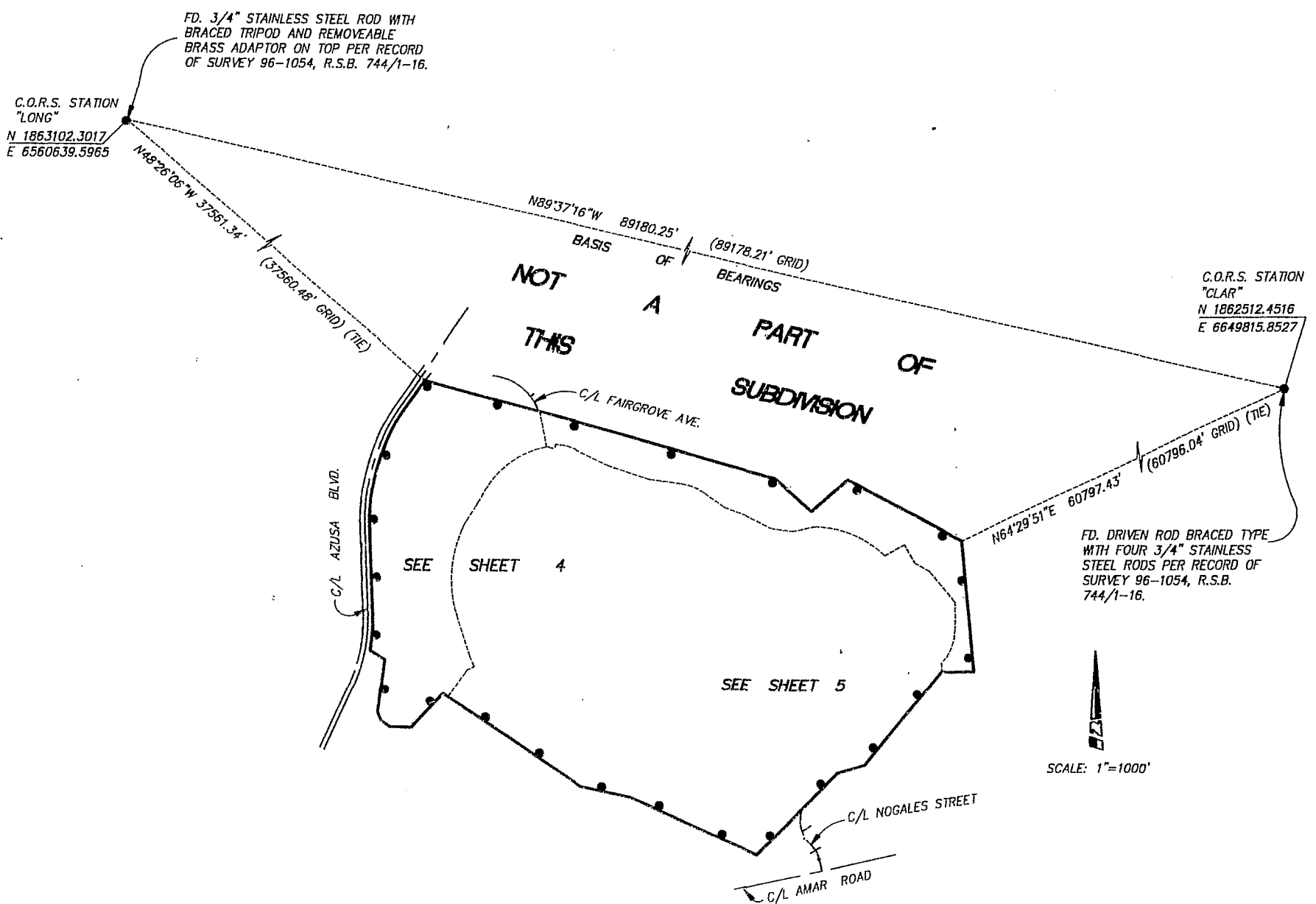
- INDICATES FOUND MONUMENT AS NOTED.
- ▲ INDICATES FOUND SPIKE AND WASHER STAMPED "RCE 16362" PER TRACT NO. 32281, M.B. 907/29-32.
- INDICATES LOCATION OF 2" I.P. TAGGED "PLS 6343" TO BE SET"

SURVEYORS NOTES:

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED.
TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.99997708.
(C.O.R.S.) CALIFORNIA CONTINUOUSLY OPERATING REFERENCE STATION.

BASIS OF BEARINGS:

BASIS OF BEARINGS FOR THIS MAP WERE TAKEN BETWEEN (C.O.R.S. STATIONS "LONG" AND "CLAR" AS SHOWN ON R.S. 96-1054 FILED IN BOOK 160, PAGES 1 THROUGH 16 OF RECORD OF SURVEY; RECORDS OF ORANGE COUNTY.

**BASIS OF BEARINGS AND SHEET INDEX MAP**

301/62

BOOK 301 PAGE 62

PARCEL MAP NO. 24585

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

HUITT-ZOLIARS

SHEET 2 OF 8 SHEETS

EASEMENT NOTES:

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MONUMENT NOTES:

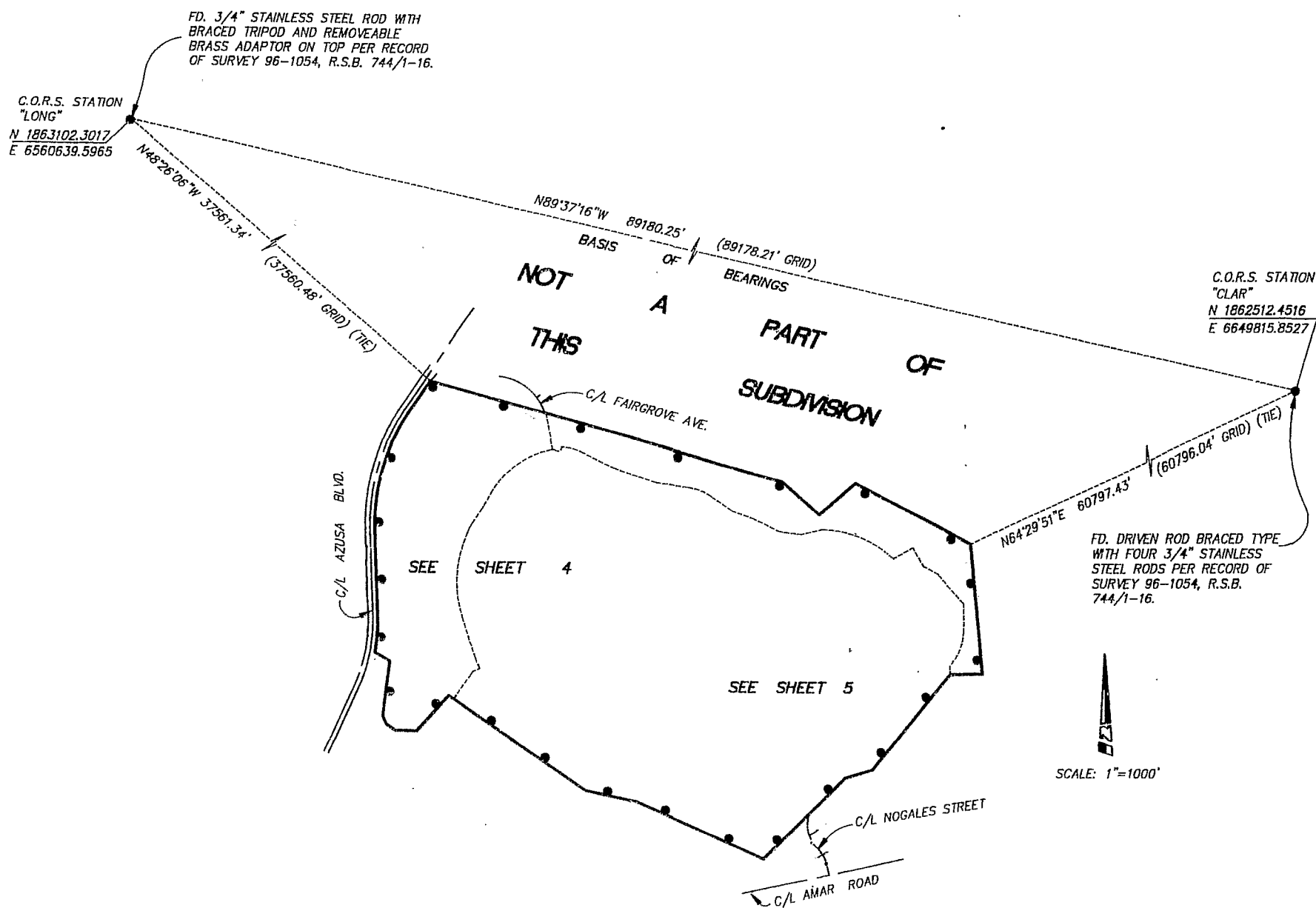
- INDICATES FOUND MONUMENT AS NOTED.
- ▲ INDICATES FOUND SPIKE AND WASHER STAMPED "RCE 16362" PER TRACT NO. 32281, M.B. 907/29-32.
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TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.99997708.
(C.O.R.S.) CALIFORNIA CONTINUOUSLY OPERATING REFERENCE STATION.

BASIS OF BEARINGS:

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BASIS OF BEARINGS AND SHEET INDEX MAP

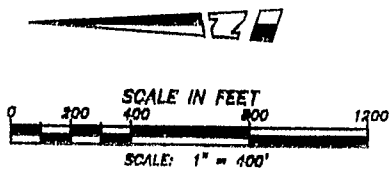
301/63

BOOK 301 PAGE 63

SHEET 3 OF 8 SHEETS

PARCEL MAP NO. 24585

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.



FOR DETAIL OF PARCELS 2 AND 3
SEE SHEETS 4 AND 5

NOTES:

SEE SHEET 2 FOR MONUMENT NOTES, EASEMENT NOTES,
BASIS OF BEARINGS AND SHEET INDEX MAP.

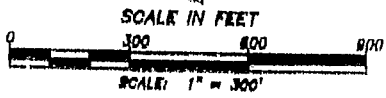
SEE SHEETS 4 AND 5 FOR DETAIL OF PARCELS 2 AND 3

SEE SHEETS 6, 7 AND 8 FOR ADDITIONAL EASEMENTS AND/OR
EASEMENT DIMENSIONING.



PARCEL MAP NO. 24585

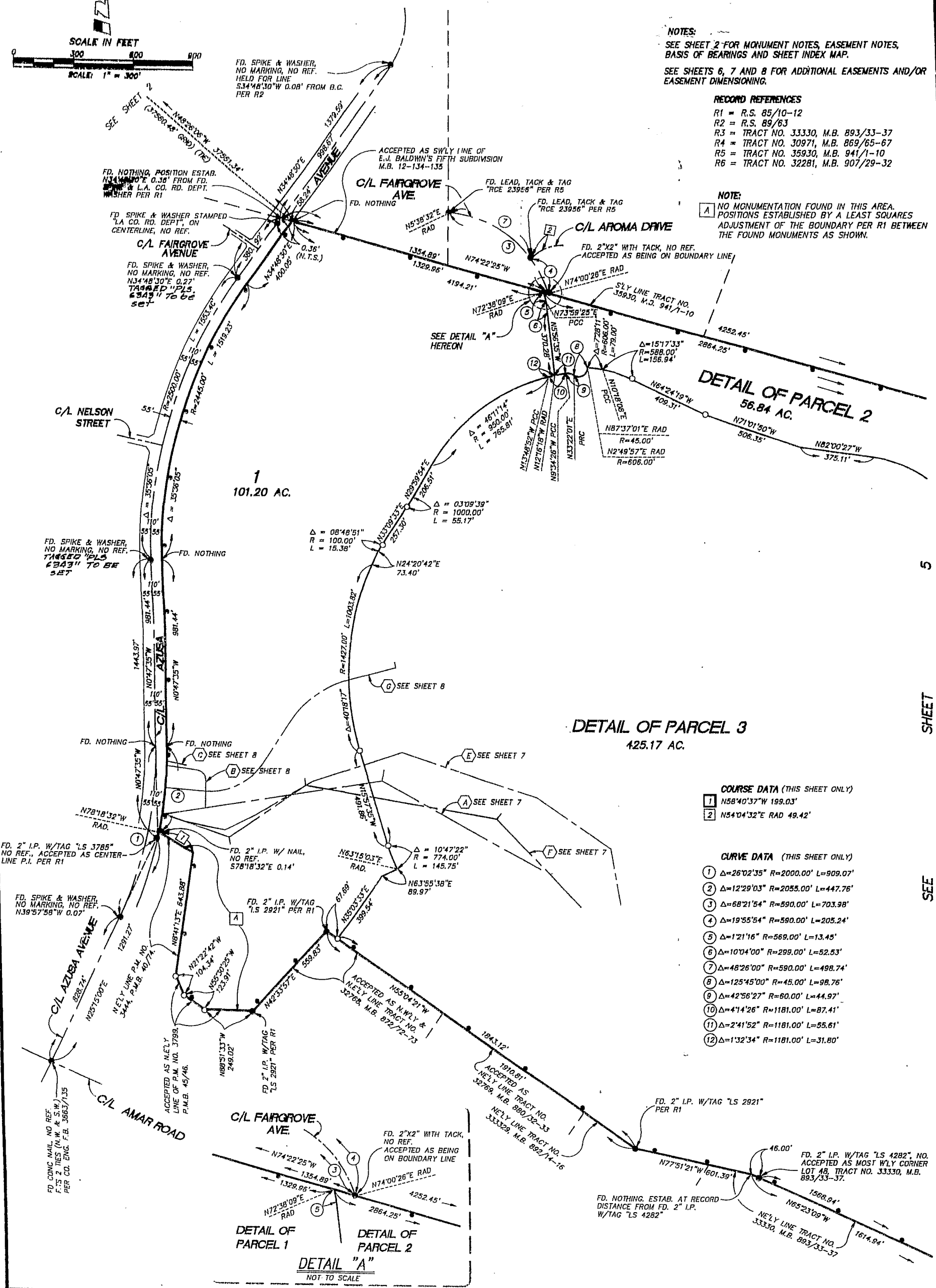
IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



NOTES:
SEE SHEET 2 FOR MONUMENT NOTES, EASEMENT NOTES, BASIS OF BEARINGS AND SHEET INDEX MAP.
SEE SHEETS 6, 7 AND 8 FOR ADDITIONAL EASEMENTS AND/OR EASEMENT DIMENSIONING.

RECORD REFERENCES
R1 = R.S. 85/10-12
R2 = R.S. 89/63
R3 = TRACT NO. 33330, M.B. 893/33-37
R4 = TRACT NO. 30971, M.B. 869/65-67
R5 = TRACT NO. 35930, M.B. 941/1-10
R6 = TRACT NO. 32281, M.B. 907/29-32

NOTE:
NO MONUMENTATION FOUND IN THIS AREA. POSITIONS ESTABLISHED BY A LEAST SQUARES ADJUSTMENT OF THE BOUNDARY PER R1 BETWEEN THE FOUND MONUMENTS AS SHOWN.



COURSE DATA (THIS SHEET ONLY)

1	N58°40'37"W 199.03'
2	N54°04'32"E RAD 49.42'

CURVE DATA (THIS SHEET ONLY)

1	Δ=26°02'35" R=2000.00' L=909.07'
2	Δ=12°29'03" R=2055.00' L=447.76'
3	Δ=68°21'54" R=590.00' L=703.98'
4	Δ=19°55'54" R=590.00' L=205.24'
5	Δ=1°21'16" R=569.00' L=13.45'
6	Δ=10°04'00" R=299.00' L=52.53'
7	Δ=48°26'00" R=590.00' L=498.74'
8	Δ=125°45'00" R=45.00' L=98.76'
9	Δ=42°56'27" R=60.00' L=44.97'
10	Δ=4°14'26" R=1181.00' L=87.41'
11	Δ=2°41'52" R=1181.00' L=55.61'
12	Δ=1°32'34" R=1181.00' L=31.80'

SHEET 5
SEE

CURVE DATA (THIS SHEET ONLY)

- ① $\Delta=64^{\circ}58'55''$ $R=400.00'$ $L=453.66'$
- ② $\Delta=27^{\circ}56'53''$ $R=400.00'$ $L=195.11'$
- ③ $\Delta=31^{\circ}52'31''$ $R=400.00'$ $L=222.53'$
- ④ $\Delta=18^{\circ}46'09''$ $R=400.00'$ $L=131.03'$
- ⑤ $\Delta=37^{\circ}02'02''$ $R=400.00'$ $L=258.55'$
- ⑥ $\Delta=13^{\circ}06'22''$ $R=400.00'$ $L=91.50'$



SEE SHEET 2 FOR MONUMENT NOTES, EASEMENT NOTES,
BASIS OF BEARINGS AND SHEET INDEX MAP.

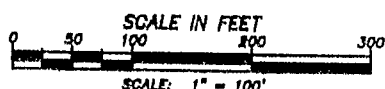
SEE SHEETS 6, 7 AND 8 FOR ADDITIONAL EASEMENTS AND/OR
EASEMENT DIMENSIONING.

PARCEL MAP NO. 24585

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

EASEMENT MAP

SEE BELOW LEFT



(FOR EASEMENT NOTES
SEE SHEET 2)

DETAIL OF
PARCEL 1

DETAIL OF
PARCEL 1

DETAIL OF EASEMENT (L)

NOTE: NWLY LINE OF EASEMENT (L) IS
NOT THE ELY LINE OF EASEMENT (H)

CURVE DATA: (THIS SHEET ONLY)

① $\Delta = 12^\circ 29' 03''$ $R = 2055.00'$ $L = 447.76'$

② $\Delta = 0^\circ 51' 34''$ $R = 2055.00'$ $L = 30.83'$

SCALE: 1" = 100'

SEE ABOVE RIGHT

301/67

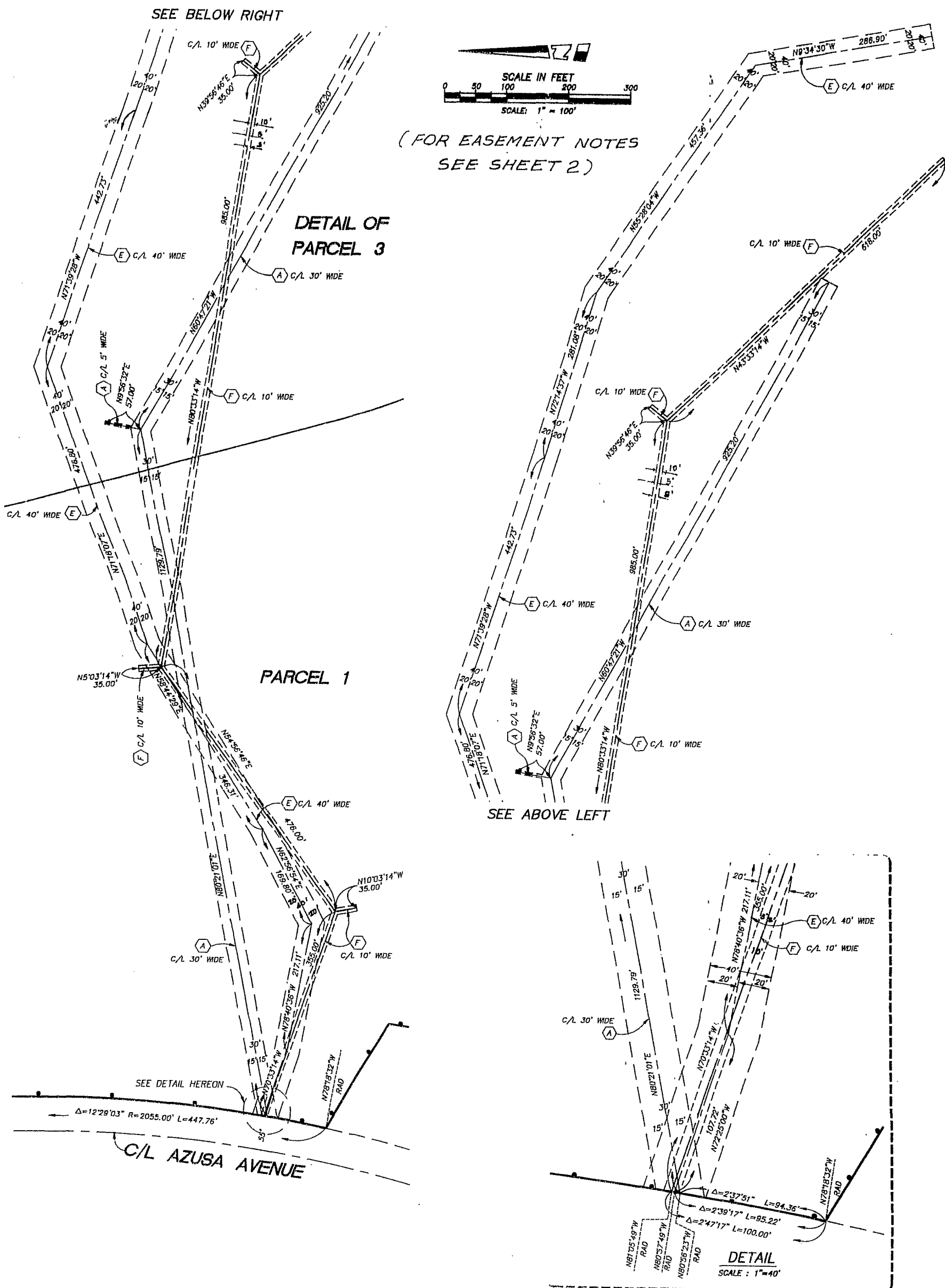
BOOK 361 PAGE 67

SHEET 7 OF 8 SHEETS

PARCEL MAP NO. 24585

IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

EASEMENT MAP



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BOOK 301 PAGE 68

SHEET 8 OF 8 SHEETS

PARCEL MAP NO. 24585

IN THE CITY OF WEST COMNA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

EASEMENT MAP

(FOR EASEMENT NOTES
SEE SHEET 2)

